

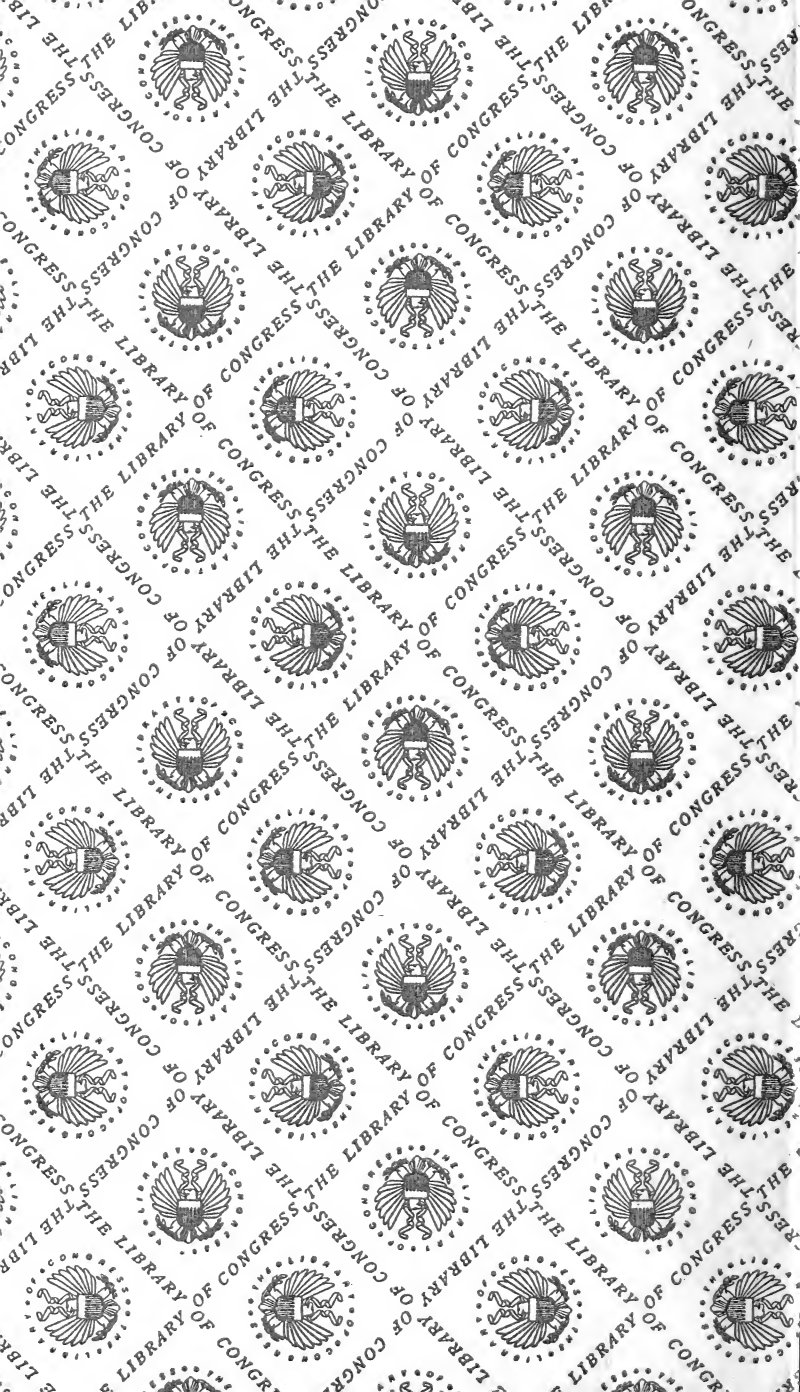
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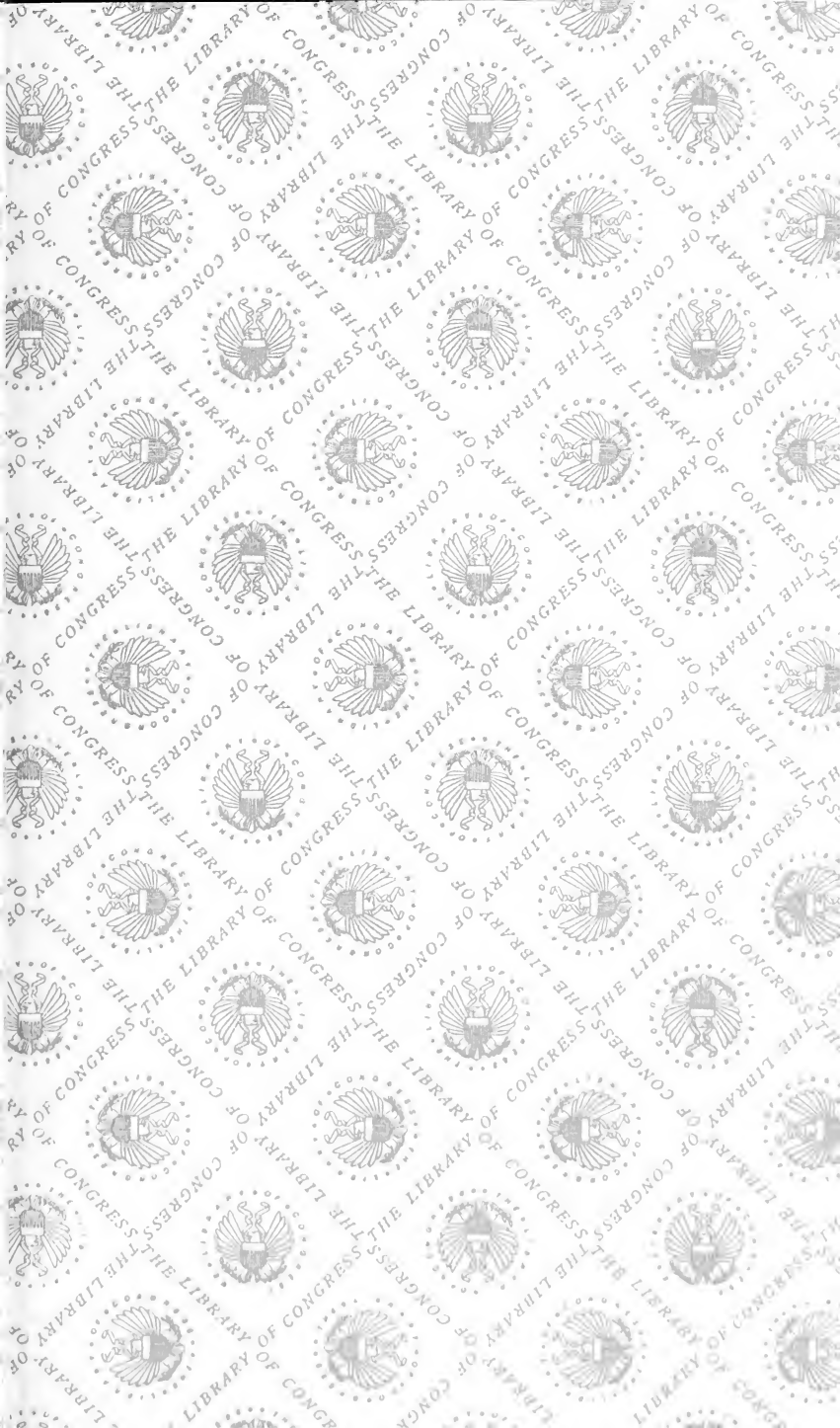
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REPORT  
OF THE  
JOINT COMMITTEE OF THE GENERAL ASSEMBLY,  
ON THE  
PUBLIC WORKS OF OHIO.

APPOINTED BY THE ACT OF APRIL 11, 1856,  
ENTITLED "AN ACT FOR THE APPOINTMENT OF THREE JOINT INVESTIGATING COMMITTEES,  
DEFINING THEIR POWERS AND PRESCRIBING THEIR DUTIES."

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COLUMBUS:  
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# REPORT

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OF THE

## JOINT COMMITTEE

OF THE

### GENERAL ASSEMBLY ON THE PUBLIC WORKS.

APPOINTED BY THE ACT OF APRIL 11, 1856,

*Entitled "An Act for the appointment of three joint investigating committees, defining their powers and prescribing their duties."*

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IN SENATE, January 8, 1857.

Laid on the table and ordered to be printed.

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*To the General Assembly of the State of Ohio :*

The joint committee of the General Assembly on the Public Works, appointed by the act passed April 11, 1856, entitled "An Act for the appointment of three joint investigating committees, defining their powers and prescribing their duties in accordance with the requirements of said act, submit the following report :

We met in Columbus on the 12th of May last, and organized by appointing Cornelius S. Hamilton, Chairman, and John A. Blair, Secretary. On the succeeding day the following note was addressed to the Board of Public Works :

NEIL HOUSE, Columbus, Ohio, }  
May 13, 1856. }

JACOB BLICKENSDECKER, JR., *President of the Board of Public Works :*

DEAR SIR :—By an act of the General Assembly passed April 11, 1856, entitled "an act for the appointment of three joint investigating committees, defining their powers and prescribing their duties," Cornelius S. Hamilton of the Senate,

and Paul Weatherly and John A. Blair of the House of Representatives, were appointed a joint committee of the General Assembly on the Public Works, and by said act it is made their duty "during the recess of the General Assembly, fully to investigate all the transactions and expenditures of the Board of Public Works and make report thereon at the adjourned session," to be held in Columbus on the first Monday of January next.

In accordance with the provisions of said act, the said Cornelius S. Hamilton, Paul Weatherly and John A. Blair met in this city on the 12th inst., and organized by appointing Cornelius S. Hamilton Chairman of the Committee, and directed him to address a letter to the President of the Board of Public Works, informing him, and through him the Board, that the Committee is organized, and ready to enter upon the investigation contemplated by the act aforesaid, and requesting him to communicate to the undersigned when and in what manner it will best suit the convenience of the Board to allow the committee to examine such of the books and papers in the office of the Board as they may deem necessary and proper.

In entering upon the discharge of this very delicate and important trust, the committee take occasion to say that to the majority of them the members of the present board, as well as their predecessors in office, are almost entire strangers, and that they do not come to the discharge of their duties filled with suspicion and eager to find something which shall bring down upon the members of the present, or any former board the condemnation of the General Assembly, or the people; and they sincerely desire that the most scrutinizing investigation which they may be able to make, may not tend to destroy the confidence of the people in their public agents. The committee prefer above all things to find the affairs of the public works in such condition as to justify them in reporting that all is right—in making such a report as would tend to remove from the minds of the people all doubt as to their ability to select honest and capable men for places of honor and power.

No member of the committee, you will allow me to say, has any ill feelings to gratify towards any one now, or formerly connected with the administration of the affairs of the Public Works; they have no favorites to shield from censure; and they will steadily strive to conduct this investigation with a view only to ascertain the truth and promote the public good.

It will aid the committee very much in the investigation if the members of the present board will favor us with their counsel and co-operation, and more especially now, as we are about to enter upon it, as the committee are quite unacquainted with the details of the management of the Public Works.

Very Respectfully, yours,

C. S. HAMILTON, *Chairman.*

To this the following answer was received the next day:

OFFICE OF THE BOARD OF PUBLIC WORKS, }  
COLUMBUS, O., May 14th, 1856. }

C. S. HAMILTON, Esq., *Chairman, &c.*

SIR:—Your note of yesterday is received, and in answer I am instructed to say that the Board is ready now to submit all the books, papers and records of the Public Works, to the Committee, of which you are Chairman, for your examination, whenever and so long as your own convenience will suggest. The Secretary of the Board is instructed to aid and assist you as far as possible, and each member will take pleasure in co-operating with you to the extent of his power.

By order of the Board;

J. BLICKENSDERFER, JR., *President.*

The treatment we have received from all the members of the board has been such as the kind tone of this note seemed to justify us in expecting.

The law appointing us made it our duty "during the recess of the General Assembly, fully to investigate all the transactions and expenditures of the Board of Public Works, and make report thereon at the adjourned session." It will be seen that the field of investigation opened to us by the act is very extensive, and that the duties imposed upon us are various and important. We saw at once that it mattered not how much we might do, a great deal must of necessity remain undone, for in the short time allotted to us by the law, it was utterly impossible to do every thing that it appeared to authorize. Finding that we could not do every thing that the law seemed to contemplate, we were driven to the necessity of deciding what transactions and expenditures of the Board of Public Works we would investigate, and what we would not, and the decision of this point was perhaps the most difficult and embarrassing duty we have been called upon to perform during the whole investigation. However, after much reflection, we determined to give precedence in our inquiries to transactions of such recent date, and of such a nature, that in case we found the public interest had suffered by any mis-management or fraud of any of the officers connected with the Public Works, there might still be a chance to right whatever wrongs we might discover; and if, after we had exhausted cases of this kind, we found we still had time, we would push our investigation farther.

Without further explanation we now proceed to the consideration of the particular matters which have been the subjects of our inquiries; and first—

#### THE LETTINGS OF THE REPAIRS OF THE PUBLIC WORKS, FOR FIVE YEARS, FROM THE 15TH NOV., 1855.

By a law passed March 6, 1845, (Swan's Statutes, page 764,) the Board of Public Works was authorized to let the repairs by contract. The law reads as follows:

SEC. 5. That whenever, in the opinion of said Board, it will be for the public interest, to let by contract the keeping in repair of all, or any portion of the Public Works, except the National Road, said Board may divide any portion of the same into suitable and convenient sections; and, thereupon, said Board shall give due notice of the time and place of letting for said repairs, with the plans and specifications of said repairs, and the manner of doing the same, and the Board shall let the same by sections to the lowest responsible bidder, for any term of years, not exceeding five, upon the condition that the bidder or bidders shall make, execute and deliver to said Board, a bond, with security, to be approved by said Board, in any sum not less than double the amount of the contract price, payable to the State of Ohio, conditioned for the faithful performance of said contract, and upon such other terms and conditions as said Board may determine: Provided, that said Board shall in no case let by contract the keeping in repair of the Public Works, or any portion thereof, by sections as aforesaid, unless the same can be done at a price less than the average price of keeping the same in repair for the last six years; provided, further, that in making appointments of officers or agents, the letting of contracts to individuals or companies, fixing the salaries of agents, engineers, clerks or other servants of the Board, not otherwise provided by law, or in making *extra allowances* on any contract to an amount exceeding fifty dollars, the order shall be made by yeas and nays, and entered of record in the books of the Board.

Acting under the authority given in this law, the Board of Public Works, on the 25th of September, 1855, determined "that the repairs of the Public Works be

let by contract," and they proceeded to give fifty days notice of the lettings, in the following papers :

The Boston Post, Boston Courier Washington Union, National Intelligencer, United States Gazette, and Pennsylvanian, of Philadelphia, New York Evening Post, Tribune and Daily News, Cleveland Plaindealer, Herald, and Leader, Ohio Statesman, State Journal, and Columbian, of Columbus, Ohio, Enquirer and Times, of Cincinnati, Toledo Republican and Toledo Blade.

Preparatory to the lettings, the Public Works were divided into sections, as follows :

First—The Ohio Canal from Cleveland to, and including the Walhonding Aqueduct and Lock, near Roscoe, and the Walhonding Canal, shall constitute Section Number One.

Second—The Ohio Canal from the foot of the Walhonding Lock, near Roscoe, to the foot of the lower lock at Lockville, including the Dresden Side Cut, shall constitute Section Number Two.

Third—The Ohio Canal from the foot of the lower lock at Lockville to the Ohio River, shall constitute Section Number Three.

Fourth—The Hocking Canal shall constitute Section Number Four.

Fifth—The Muskingum Improvement shall constitute Section Number Five.

Sixth—The Northern Division of the Miami and Erie Canal (originally the Wabash and Erie Canal) from the Lake to the Indiana State line, shall constitute Section Number Six.

Seventh—The Miami and Erie Canal from the Junction to the Ohio River, shall constitute Section Number Seven.

Eighth—The Western Reserve and Maumee Road shall constitute Section Number Eight.

Complaints were made that the contracts were not awarded to the "*lowest responsible bidder*," as the law required, and we have sought to ascertain, from the best evidence within our reach, whether these complaints were well founded, or not. We will consider them by sections.

#### SECTION NO. 1.

*The Ohio Canal from Cleveland to, and including the Walhonding Aqueduct, and lock near Roscoe, and the Walhonding Canal.*

This section was let to A. Medbery & Co., at per year.....\$27,500

On this section there were the following lower bids :

Myron H. Mills.....	\$21,000
Peter Dunn.....	24,000
William Miller.....	24,800
Samuel Doyle & Co.....	24,985
Nelson & Young.....	26,400
Joseph Cooper, Shaddinger & Co.....	27,300

Here it will be seen, are six bids, all of them lower than the one upon which the contract was awarded. Myron H. Mills was the lowest bidder, and offered for security, T. G. Mills, of Cleveland, J. M. Hughes, do., J. Vernan, N. Y., and H. H. Mills, do. The bid of Mr. Mills was one of undoubted responsibility. Mr. Mills himself, is a man of "much experience" in managing works of this kind, and his securities were "worth in the neighborhood of \$400,000." (See deposition of I. J. Richardson; deposition No. 1.) It appears, however, that his bid was rejected, because his securities lived out of the State. (See same deposition.) But this reason, which appears to have been given by Mr. Stedman, is not all true, and if it were, we are unable to see where the Board gets its authority for reject-

ing the bid on that account ; but two of the securities resided in the city of Cleveland, and from the testimony of Mr. Richardson, above referred to, they alone were responsible.

We were unable to find any one who knew anything of Peter Dunn, and hence have nothing to say of his bid.

William Miller bid on this section \$24,800, and he testifies that he considers it quite sufficient to keep the section in repair ; and he also testifies that the securities offered by him, to wit : O. P. Hines, H. S. Knapp, William Treavitt, William D. Morgan, Asabel Chitenden, John Dawson, Jr., and Henry Miller, whose consent he had to use their names, are worth, in the aggregate, not less than \$150,000, besides which he offered any additional security which might be required by the Board. Mr. Miller stands high in the community in which he lives, as a correct and energetic business man, and his bid certainly was all that the law required it to be, that is, responsible. He says in his deposition that Mr. Griswold, one of the Board, informed him that his securities were ample, and his reputation as a business man was all sufficient ; and he says that when he asked an explanation of Mr. Griswold, he "appeared rather confused, and gave me no definite answer." See deposition No. 2—William Miller.

Samuel Doyle & Co. bid \$24,800 on this section. Samuel Doyle, Thomas Miller, and Mr. Doyle, thinks Samuel G. Foster were the firm. Mr. Doyle is an old and experienced contractor, having been, ever since about 1824, engaged in various capacities on the canals. The responsibility of the firm can not be doubted, and Mr. Doyle swears he considered the price a fair one, and that reasonable profits could be realized by doing the work at that price. He offered for security William Dickey, Samuel Galloway and Emanuel Cryder, and the testimony of Mr. Doyle is, that they were amply responsible, and that the bid was not objected to because of a want of responsibility or the insufficiency of the security. Thomas Miller testifies that the security offered by Doyle & Co. was worth, in the aggregate, \$130,000—Dep. 15. Mr. Doyle asked for an explanation, why the contract was not awarded to them, and was told, he thinks, by Dr. Griswold, that they had got enough without this section, as they had got section three. See Dep. No. 2.

It is needless to speak of the bids of Nelson & Young, and Cooper, Shaddinger & Co., both of which were lower than the bid of Medbery & Co., the contractors.

The testimony appears to justify the conclusion that, on this section, \$6,500 per year should have been saved by awarding the work to Mills.

## SECTION NO. 2.

*The Ohio Canal, from the foot of Walkonding Lock, near Roscoe, to the foot of the Lower Lock, at Lockville, including the Dresden Side-Cut.*

This section was let to Doyle & Miller, at, per year.....	\$22,980
On this section M. H. Mills bid.....	20,000
“ “ W. S. V. Prentiss bid.....	21,900
“ “ Peter Dunn bid.....	22,000
“ “ Cooper, Shaddinger & Co. bid.....	22,000

As to the character of the bid of M. H. Mills, it is sufficient to refer to what is said in relation to his bid in section No. 1.

W. S. V. Prentiss offered as security C. J. Wetmore, of Worthington, M. H. Mitchell, Eli Miller and J. K. Miller, of Mt. Vernon, and C. A. Weaver, of Newark. The testimony taken, shows that Mr. Prentiss is a prompt, efficient and thorough business man, and of strict integrity, and that the securities offered were worth at least \$150,000. See deposition No. 4—Henry Miller's. The only reason we have been able to get, why this contract was not let to Prentiss, may be found in the

deposition of Washington McLean, connected with the fact, that at the time he bid, Prentiss was a clerk in the office of the Auditor of State. Mr. McLean says that subsequent to the lettings, he heard Mr. Steedman say that he did not think one branch of the government should dole out contracts to another branch of it, or give contracts to *straw* bidders, and he understood him to refer to *State officers and their clerks*. See deposition No. 27—W. McLean's.

The firm of Doyle & Miller who have this contract, consisted, at the time of the bid and award, of Samuel Doyle, Thomas Miller, and E. S. Hamlin, and Samuel G. Foster, and Lewis W. Sifford, both engineers in the employment of the State at the time, and Mr. Sifford had charge of a part of this section. See dep. No. 5—Samuel Doyle's, and No. 6—S. G. Foster's. In the proper place we shall say something about the propriety of the State's engineers being interested in bids.

Mr. Hamlin, the attorney, as he swears, of the Board, sold his interest in this contract for \$4,000. Mr. Foster sold for \$4,500, and Mr. Sifford for \$4,000.

### SECTION NO. 3.

*The Ohio Canal, from the foot of the Lower Lock, at Lockville, to the Ohio River.*

This section was let to Cooper, Shaddinger & Co. at \$37,700 per year, which was the lowest bid. It was charged that Cooper, Shaddinger & Co., and Forrer, Burt & Co., were the same company, or at least that they were mutually interested in the bids put in by both companies. We were unable to discover any evidence of this, from a very thorough inquiry of those most likely to know. Joseph Cooper and Joseph Shaddinger constituted the firm of Cooper, Shaddinger & Co. Mr. Shaddinger's deposition gives a satisfactory explanation, as to how a firm, consisting of himself and Cooper, only, has the style of Cooper, Shaddinger & Co. See dep. No. 7. There was an understanding, as appears from the deposition of Cooper, that in case he and Shaddinger got enough of the works to justify it, Washington McLean was to be a partner; but as they got only section 3, he never was a partner, or interested in any way in the contract.

### SECTION NO. 4.

*The Hocking Canal.*

This section was let on a bid offered in the name of Dennis McCarthy,	
at, per year .....	\$9,650
On this section Henry Miller bid .....	7,499
“ “ Cooper, Shaddinger & Co. bid .....	8,000

There were other bids on it below the price at which it is let, but that of Forrer, Burt & Co. was withdrawn, and it is not necessary to speak of the other bids. The bid of McCarthy was originally \$9,940, but it appears to have been modified after the bids were opened, so as to bring it within the average annual cost for the last six years preceding, as the law forbids the letting of any section above that sum. What authority the Board had for modifying this bid in this way we have not been able to discover.

The persons interested in this bid were McCarthy, Doyle, S. G. Foster, the engineer in charge of it, and E. S. Hamlin, the attorney, as he swears, of the Board. Subsequently, Foster and Hamlin were bought out. Hamlin got \$1,000. See dep. No. 8—McCarthy's, and Foster was to get \$1,500. See dep. No. 6—Foster's.

Henry Miller's bid on this section, given above, was backed up by securities worth at least \$60,000 (see dep. No. 9, also 15) and he himself was amply responsible, and is stated by E. E. Shedd to be worth at least \$30,000. See dep. No. 10. Yet it was let to Dennis McCarthy. Samuel G. Foster, engineer in charge of it, E. S. Hamlin, and Samuel Doyle, at \$2,151 per year more than his bid. It



is but just, however, to say here that Mr. Foster testified that before any bid in which he was interested, was put in, he made out a resignation and banded it to Dr. Griswold, fully intending that it should take effect. It nowhere appears that Mr. Griswold ever made known the matter to the Board, or that they ever took any action upon it, and it never took effect, and Foster sold out his interest and was continued in office.

Henry Miller testifies, [see dep. No. 9,] that after the contract was entered into, Mr. Griswold said to him, that his bid was entirely responsible, but that the Board feared that he would lose money at the price bid, and that for that reason the bid was rejected. This reason is not assigned on the record of the Board, and we ventured to suggest that it is much more benevolent than lawful.

Complaints of so serious a nature were made as to the management of this section, by the contractor and resident engineer, that we deemed it our duty to take some testimony in relation to it. Accordingly, one of the committee went to points on its line and made inquiry, and took some depositions. Mr. Crooks, collector at Logan, and Mr. Charles W. James, of the same place, testify to facts, [dep. No. 12 and 13,] which are worthy of serious consideration. The statements of these two gentlemen, if true, and they are undoubtedly worthy of belief, make it quite manifest that the contractor has not done what he should have done, and that the State has lost considerably by his negligence. In connection with this testimony, we thought it our duty to give the contractor the benefits of the testimony of the resident engineer, as he knew more, or ought to have known more, of the real facts of the matter, and, accordingly, we examined him, [dep. No. 33,] and he represents the matter in quite a different light. It would appear, too, from the statements of Messrs. Crooks and James, that the resident engineer had not given the proper attention to this work, and he rather admits this himself in his deposition, [dep. No. 33,] and justifies himself on the ground that more important services, the Muskingum Improvement, and the deepening and widening of the Lancaster side-cut, demanded his whole attention,

## SECTION NO. 5.

### *The Muskingum Improvement.*

Let to Chamberlain and Paul at \$25,000 per year. Their bid was \$27,100, and was subsequently modified, by what authority we know not, nor by whose suggestion or procurement. Dr. Paul and Mr. Gilson both appear to be entirely ignorant on this point, and doubtless are so. It cannot be fairly claimed that this contract and that upon Section No. 4, were awarded upon bids at all. Chamberlain and Paul put in no such bid as \$25,000; nor did McCarty make any such bid as \$9,650 on the Hocking canal. But as we will notice this matter in another place, we will drop it for the present. (See paragraph under the caption, "The Board making propositions to bidders.")

The firm consisted of John Paul, R. H. Gilson, John Isham, Barney Becker, John D. Fay and Calvin T. Chamberlain. The following bids were lower than the contract price:

E. E. Shedd .....	\$18,999
M. H. Mills .....	23,000
I. J. Richardson .....	24,000

By reference to the testimony of E. E. Shedd, (No. 9,) it will appear that his securities were ample. They were Lorenzo English, Henry Miller, Frances Carter, S. M. Smith and A. S. Decker. Of M. H. Mills and his securities, enough is said in connection with Section No. 1.

I. J. Richardson's bid is one thousand dollars below the contract price. He is known to some of the Committee as a man of energy, integrity and undoubted

pecuniary ability, and his securities are known as the most ample. His deposition will show that he is a man of experience in the repairing and building of public works, and that his securities were worth about half a million of dollars.

He says Mr. Steedman told him that he was informed by a person entitled to confidence, that he (Richardson,) was an experienced contractor, and that his own responsibility and that of his securities, was sufficient, (No. 10.) So here the board were not in the dark. They knew they were not awarding the contract to the lowest responsible bidder.

The securities offered by Mr. Richardson, were, Hiram G. Andrews, J. C. Evans, M. D. Pettibone, G. W. Little, David H. Richardson, R. H. Rowland, Joseph R. Robinson, R. P. Maclay.

#### SECTION NO. 6.

#### *The Northern Division of the Miami and Erie Canal from the Lake to the Indiana State Line.*

This section was let to Samuel M. Young, & Co., at per year.....\$32,000

There were four lower bids, viz :

John C. Allen, & Co.....	24,000
J. & W. Dickey, & Co.....	24,900
H. H. Forsyth.....	28,000
J. M. Gloyd.....	30,000

We invite special attention to the facts of this case.

The testimony of Mr. Young, one of the contractors, and that of Mr. Backus, show that the bid of J. W. Dickey was withdrawn, on the condition that Young and company pay to Dickey, & Co., \$4,000, and their testimony shows that this sum has since been, in part, paid. See Nos. 16 and 18.

The deposition of Mr. Young also discloses the fact that the bids put in, in the names of John C. Allen, & Co., and H. H. Forsyth and J. M. Gloyd, were put in by him.

Strange as it may seem, an effort made by Mr. Blickensderfer, to adopt a rule to prevent this kind of bidding, received no favor from the other members of the Board. By reference to their report, made to the Senate March 7, 1856, and which is published in the Public Documents of 1855, part first, page 642, the following proceedings will be found :

OCTOBER 24, 1855.

“ Board met ; present, all the members.

On the final adoption of the “ Contract and Specifications,” Mr. Blickensderfer moved to amend the specifications, by adding the following, as section No. 10 : Bidders, in submitting proposals, will be required to state the names, in full, and the residence of each and every person joining in any bid, or who expect to become interested in the contract.” Lost.

YEA—Mr. Blickensderfer.

NAYS—Messrs. Steedman and Griswold.

Mr. Blickensderfer moved to strike out the words, “Public Works of Ohio—Specifications for repairs”—forming the caption of the specifications. Lost.

YEA—Mr. Blickensderfer.

NAYS—Messrs. Steedman and Griswold.

The question then being on the final adoption of the form of the contract and specifications ; it was adopted.

YEAS—Messrs. Steedman and Griswold.

NAY—Mr. Blickensderfer.

The Board adjourned until the 13th day of November next.”

If this proposition of Mr. Blickensderfer had been adopted, this mode of bidding

would have been prevented, and there would have been a fair competition; but by refusing to adopt it, they invited bidders to practice just what was practiced in this case, and also on Section No. 8, which was awarded to J. J. Park's, (himself a bidder, in his own name,) on a bid put in for him in the name of Michael Hayes. [See report of Board to Senate, pub. doc. 1855, part 1, p. 648.]

In their report for 1855, [Pub. Doc. 1855, part 1. p. 429,] the Board, explaining the principles on which they made the awards, say:

"The Board, in considering the bids, exercised the discretion which the law contemplated and the public interest demanded, selected those propositions which contained all the elements of responsibility, experience, capacity, fitness for the trust, and undoubted pecuniary ability, and awarded the contracts as in their judgment would best promote the public interest."

How the board was to find out, or how it did find out, which propositions contained all the good qualities which they name in this extract, when the majority had closed all the avenues of information, as to who composed the companies making the propositions, we are unable to tell. The case of Mr. Young's bids, illustrates very forcibly, the folly of the majority, in voting down the proposition to require all the names of persons interested, to accompany the bids. Here Samuel M. Young, is John C. Allen & Co. H. H. Forsyth and J. M. Gloyd, and he is one half of the firm of S. M. Young & Co; and he is allowed to withdraw his bid of \$24,000, which is in the name of John C. Allen & Co; and in "selecting such propositions as combine all the elements of responsibility, experience, capacity, fitness for the trust, and undoubted pecuniary ability," they do not find them in Mr. Young, *alias* H. H. Forsyth, at \$28 000; nor yet in Mr. Young, *alias* J. M. Gloyd, at \$30,000; but in S. M. Young & Co., at \$32,000, a proposition is found, which combines all the fine qualities which the Board appear to think it necessary for a man to have, to fit him to work on the canals of the State.

The object of Mr. Young in bidding as he did, was to get the work any how, or as he has it, "he had before made up his mind that Mr. Backus (see 16) should not have it at any price." These bids were all written by Mr. Young, and although he says in his deposition, that he disguised his hand in two of them, the two he does not remember, (see 16) yet on an examination and comparison of them, we find he made a poor out of disguising it, though he attempted it, for they are all very much alike, so much so, that it is difficult to tell whether the undisguised look more like each other, than they do like the disguised ones. They are still on file in the office of the Board.

The bids were opened on the 13th Nov., (see ex. docs., part 1. p. 464) and as soon as Mr. Young discovered that Backus was between Samuel M. Young & Co., and Samuel M. Young as John C. Allen & Co., he proposed to buy out Mr. Backus, and when he had accomplished this end, then the next thing was for Mr. Young to withdraw himself, as John C. Allen & Co., and fall back upon his bids in the name of H. H. Forsyth, and J. M. Gloyd. Why he did not withdraw his Forsyth & Gloyd bids, when it would have been so easy for him to do it, as the board appeared to allow all to withdraw who desired, may appear strange at first view, but by reference to the testimony of Mr. Young, it will be seen that Samuel M. Young & Co. consisted of himself and Elijah Dodd, a brother-in-law to Mr. Steedman, and by reference to the testimony of Mr. Dodd, [No. 17] it will be seen that Mr. Dodd had asked Mr. Steedman if a bid by himself and Mr. Young would be considered good, and he was told it would. And the result shows that it was considered good, and was "selected" as one of the propositions which combined all the elements of responsibility, experience, capacity, fitness for the trust, and undoubted pecuniary ability.

## AVERAGE COST.

This section, without doubt, was let at a price above the average cost for the last six years. The Board, or perhaps it would be more just to say Mr. Steedman, the President of the Board, who was the acting commissioner on this section, [No. 6.] estimated the annual average cost of this section at \$45,971. [See report of Board, March 7, 1856, to Senate ex. doc. 1855, part 1, p. 671.] On the 31st March, 1856, Mr. Blickensderfer and Mr. Conover, as the majority of the Board, made a report to the Senate in reply to a resolution giving the items on which the estimate of the average cost was based, and they show the annual average cost of this section, excluding all items of expenditure not properly chargeable to repairs, and which could not be required of the contractors under the contracts, and their estimate was \$29,930 per annum, showing that this section was let at a price \$2,070 above the actual cost of it under the old system of repairs.

Mr. Griswold made a minority report on this section, in which he estimates the average cost \$34,871. Both these reports, together with the reports in reply to Senate resolution on all the sections, are copied into this report. For some reason they were not ordered to be printed before the adjournment, and as they contain information which will be very valuable to bidders at a future letting, we have deemed it advisable to incorporate them into this report.

Finding that there was a difference of opinion about the cost of this section among the members of the Board, we gave particular attention to it, and we called to our assistance Mr. Cyrus Howard, the present engineer on this section, who has been familiar with it from the beginning of its construction, and connected with its management a considerable portion of the time. From this examination we are satisfied that the estimate of the average cost as stated in the report of the majority is above the actual cost, and that the cost of such repairs as the contractor is bound to make, does not exceed \$28,000. We state only the result, because it would swell this report to an unwonted length to give a full statement of the items, and the reasons why they should not be included in the estimate. Suffice it to say that the contractors are bound to *repair*, not to *build* canals; and that they are only bound to rebuild any structure which may fail, of such materials, and of such workmanship, as the old structure was, and any change of plan, such as lengthening an aqueduct or making stone piers instead of wooden ones, must be paid for over and above the contract price, so far as the change of plan increases the cost. (See one of these contracts, Ex. Doc. part 1, 1855, p. 679.) It is simply absurd to say, that such a structure as the Defiance tow-path bridge, which has been built within the period of six years at an expense of several thousand dollars, should enter into this estimate of repairs. It was not a *rebuilding* of a structure, but a new structure—and no new structures can be required to be built by the contractors. But those who wish to pursue this investigation further can do so by reference to the majority and minority reports above referred to, and to a paragraph in a subsequent part of this report under the caption—"Reported saving by the contracts—Average cost."

## SECTION NO. 7.

*The Miami and Erie Canal from the junction to the Ohio River.*

This section was let to Forrer, Burt & Co., at per year. . . . . \$118,000

There were the following lower bids:

Cooper, Shaddinger & Co. . . . .	\$81,000
Petit, Alexander & Co. . . . .	99,000
J. & W. Dickey, Co. . . . .	99,900
Trevitt & Knapp. . . . .	110,000

The securities of Joseph Cooper, Shaddinger & Co., were J. H. Gerard, H. P. Bowman, Nat. Harris, S. B. W. McLean, E. M. Shield, James Beaty, Jos. Cooper, J. B. Riddle, L. D. Pendry, John Cooper, of Cincinnati, and such others as would satisfy the Board. The testimony is that they are worth at least a million of dollars. [No. 20.]

But it has been said that Mr. Cooper would not take this section alone at this price. Mr. Cooper's proposition plainly contradicts this allegation. It reads thus :

"We, the undersigned, propose to keep in repair all or a portion of the public works, according to specifications as follows, per annum :

Section No. 1.....	\$27,300
" " 2.....	22,000
" " 3.....	37,700
" " 4.....	8,000
" " 5.....	40,000
" " 6.....	33,500
" " 7.....	81,000

This proposition can bear no other construction only that he would do any section at the price named.

Petit, Alexander & Co. offered for security E. N. Martin, of Dephos, G. Volney Dorsy, of Piqua, J. E. Rudisill, of Columbus, J. L. Glover, and others if necessary. We have taken no testimony as to this bid, but it bears, like Cooper's, sufficient evidence on its face of its responsibility. The persons named "*and others if necessary*," certainly makes it a good bid.

Trevitt & Knapp proposed A. Chittenden, Columbus, O. P. Hines, do., M. H. Mitchell, Mount Vernon, C. J. Wetmore, Worthington, W. S. V. Prentiss, Columbus, W. D. Morgan, W. Miller and John Dawson, jr., Columbus, John Dawson, sen., Green county, Henry Miller, Columbus, A. P. Edgerton, Hicksville, T. C. Bushnell, Ashland, Joseph Masgrave, do. We have taken no testimony as to the securities here, as we deemed it useless to swell our report with unnecessary evidence.

The firm of J. & W. Dickey & Co., which bid \$99,900, must have been known to the Board, or at least to the President of it, to be responsible. The firm was composed of J. Dickey, of Hamilton, and W. Dickey, of Dayton, and Samuel Doyle and A. L. Backus. The first three have been ever since 1824-5 engaged upon public works as contractors, &c., and the Dickeys are represented as men of large property, being worth from two to three hundred thousand dollars, and the security is represented to be worth from \$250,000 to \$300,000. Mr. Backus has been an engineer for the State most of the time since 1838. By reference to the depositions of Samuel Doyle (No. 22) and A. L. Backus, (No. 18,) it will be found that it would be very difficult to get up a firm that "combined all the elements of responsibility, experience, capacity, fitness for the trust, and undoubted pecuniary ability," to a greater degree than did this firm, and yet they are jumped over without a word of explanation, and condemned as men unfit to be trusted to repair canals for the State.

Samuel Forrer, John S. G. Burt, and John Howard originally constituted this firm (see No. 26) so far as Mr. Howard was aware. But it appears (see No. 23, No. 20 and 21) that Forrer, Burt and Howard, each own only a sixth part of the contract. Mr. Hamlin has some sort of nondescript relation to it; and as Forrer, Burt and Cooper (who has since bought out Howard) and Hamlin, are the only persons interested in it (see No. 21), the other three-sixths are mixed up among them somehow, or else they are "lying around loose." But see Nos. 20, 21, 23 and 26. Mr. Hamlin was the attorney of this firm from its *origin*. See No. 20 and No. 40. See also deposition of Samuel Forrer, No. 38.

In this connection the committee was very desirous to get the testimony of Mr. Burt on a personal examination before the committee, and they delayed taking it by letter, hoping that they would be able to see him in the State, or would get time to see him in Washington. But finding themselves unable to see him, they addressed interrogatories to him, and received answers under oath. (See No. 40.) It will be seen that he fails to answer as to who are now, or who have been, since the letting, interested in the contract; and "presumes that it is a private matter with which the committee have nothing to do." We should have tried to get a different answer could we have got the deponent before us.

## SECTION NO. 8.

*The Western Reserve and Maumee Road.*

This was let to James J. Parks for per year. . . . . \$5,499

On it there were the following lower bids :

O. White . . . . . \$3,750  
 Ira Smith . . . . . 4,000  
 M. H. Mills . . . . . 4,490

About the bid of Ira Smith we have nothing to say. The bid of M. H. Mills was undoubtedly responsible. See No. 1.

The bid of O. White was withdrawn. Parks, the contractor, gave him \$2,000 to withdraw it. See No. 24-25.

Parks put in a bid in his own name, and the contract was awarded to him on the bid of Michael Hays.

## RECAPITULATION.

The following table exhibits, at a single view, the names of the contractors, the contract price, the name of the lowest responsible bidder—shown to be responsible by accompanying testimony, and the sum bid by such lowest bidder :

Number of Section	Contractor's Name.	Contract Price.	Lowest Responsible Bidder.	Sum Bid.
No. 1..	A. Medbery & Co.....	\$27,500	Myron H. Mills.....	\$21,000
" 2..	Doyle & Miller.....	22,980	Myron H. Mills.....	20,000
" 3..	Cooper, Shaddinger & Co.	37,700	(No lower bids).....	37,700
" 4..	Dennis McCarty.....	9,650	Henry Miller.....	7,499
" 5..	Chamberlain & Paul....	25,000	E. E. Shedd.....	18,999
" 6..	Samuel M. Young & Co.	32,000	John C. Allen & Co....	24,000
" 7..	Forrer, Burt & Co.....	118,000	Cooper, Shaddinger & Co	81,000
" 8..	James J. Parks .....	5,499	O. White.....	3,750
Totals..	.....	\$278,329	Totals .....	\$213,948

Excess of contract price over lowest responsible bid, \$64,381 per year. For five years the extent of the contracts, the excess will be \$321,905.

As we have come to the conclusion that these lettings, except Section No. 3, were illegal, and that the Legislature, should promptly disaffirm them, we have deemed it our duty to lay before you such arguments and authorities touching the

question of their legality, as we find ourselves able to command. It would seem hardly just to ourselves to do otherwise. Perhaps, too, it is due to those who appointed us, and to the people that we should do it. Certainly the magnitude of the interests involved entitled the subject to careful and full investigation. It is, so far as we know, the first time in the history of Ohio that it has been seriously proposed that the Legislature shall disaffirm the contracts of any of the officers of the State, and we feel it incumbent upon us, to give the reasons which justify, and, as we think, call for the action we propose.

As we wish to give whatever of argument we may advance as close a connection with the evidence and facts in the case, as practicable, we deem it proper to follow the statement of the facts, and testimony with what we have to say on the validity of the contracts, in order that all of our report which touches the question of legality may come in consecutively.

Other matters will come in in such order as the nature of the subject appears to suggest.

From the foregoing statement of the evidence and the facts bearing upon the following points we apprehend it will be conceded :

1. That Section No. 6 was let at a price above the average annual cost for the last six years preceding the lettings :

2. That the contractors on Section No. 6 agreed to pay \$4,600 to secure the withdrawal of a responsible bid :

3. That the contractor on Section No. 8 agreed to pay \$2,000 to induce a responsible bidder to decline to take the contract :

4. That if they had been let to the lowest bidder, they would have cost the State \$64,381 a year less than the contract prices :

5. That in several cases members of the Board knew, and admitted to different persons, that they had not let some of the sections to the lowest *responsible* bidder.

6. That Sections 1, 2, 4, 5, 6, 7 and 8, were not let to the *lowest responsible bidder*, unless the word *responsible* is extended in its signification to something more than mere pecuniary ability.

These are the chief points developed by our inquiries which bear upon the validity of the existing contracts for repairs, and we shall now proceed to consider the question *are these contracts legal*.

#### SECTIONS No. 6 & 8.

We will first consider the questions which are peculiar to the contracts on Sections No. 6 and 8, and which grow out of the conduct of the bidders themselves.

Here the testimony of the contractors themselves is, that they paid money to induce bidders to withdraw their bids. It is the policy of the law to encourage bidding, and any act of any bidder that has for its object the prevention of a free competition, is against public policy, and operates as a fraud on the State. The principle has been long and well established, with regard to sales at auctions, &c., that any combination to prevent bidding, or any act which has that tendency, on the part of a purchaser makes the sale absolutely void. Chancellor Kent says—"It will be a void sale if the purchaser prevails on the persons attending the sale to desist from bidding, by reason of suggestions, by way of appeal to the sympathies, of the company." Kent, 2, 701, and cases there cited. "It has been decided," says Chitty, "that if a purchaser, by unfair conduct, deter others from bidding at a sale, and cause the goods to be knocked down to himself, he does not acquire any property therein." Chitty's contracts, 267, and cases cited in note.

The principle of these authorities so effectually disposes of these two contracts,

that any argument of the question would be a waste of time. They are to all intents void, on this ground, and should be so treated by the General Assembly.

There is another question connected with these two sections, growing out of the same act of the contractors, to which we deem it proper to call attention. If it had not been for the buying off of these two bids, it is but fair to presume, that Section No. 6 would have been awarded to J. & W. Dickey & Co. at \$24,000. To presume otherwise, would be to say it for granted, that the board would not have done their duty. The State would then have got the same service for \$7,100 less per year than has been paid to Young & Co.; and it is but fair and honest for the State to get that sum back for the year 1858, and a proportionate amount for the rest of the time that he may have it under his contract. He should reap no profit from his wrongful act. We have not had time to examine this question, as a law question, and thus up uncertainties, but certainly the manifest justice of the suggestion would seem to render argument and authority unnecessary.

Indeed, it appears to us that he should have no more than his lowest bid, put in in the name of John C. Allen & Co., and withdrawn by himself, after he had secured the withdrawal of the bid of J. & W. Dickey & Co.—and if this be so, he should have but \$24,000 a year.

The same reasoning, applied to Section No. 8, would entitle the contractor to receive at the rate of \$3,750, the sum bid by O. White.

One thing is clear, that is, neither of these contractors got their contracts in a way to have any claim upon the State, by virtue of the contracts made by the Board with them. These contracts, as we have elsewhere shown at length, were obtained in such a way, that they were absolutely and utterly void from the beginning. The conduct of the bidders was such as to vitiate both the contracts. They do not sound them in the light of *contracts*, who have a legal or equitable claim on the State, for a *summatum* sum; nor, indeed, for any sum, strictly speaking; but as they have rendered service to the State, from which it has received benefit, we presume the Legislature will not hesitate to pay them what the service is reasonably worth. On the plainest principles of justice, this is all they are entitled to, or should have. It will not strengthen the opposite position any to say, that they should have the sums stipulated in the contracts—because, as we have shown, these contracts were never contracts. A contract is an agreement entered into between two competent parties, founded on a sufficient consideration; and if there be fraud on either side, the agreement is a nullity. A stipulation in a void agreement is no stipulation. If these men had gone on and rendered service, valuable to the State, which was received by it, or its agents, without any pretence of an agreement as to the price, every one will readily see, they would only be entitled to what the service rendered was reasonably worth. And certainly, they who, by bad faith towards the State, have obtained a written agreement of the State's agents, which was void from the start, on account of this bad faith, can claim no more than an honest man, who should render the State service, by procurement of any of its agents, without stipulating the remuneration. If he who has been honest, can obtain only justice, certainly he who has not been so, would claim more with a very poor show of reason.

There is also a question peculiar to the 4th, 5th, and 6th Sections, which we will here attend to; which grows out of the action of the Board, in relation to them.

### THE BOARD MAKING PROPOSITIONS TO BIDDERS.

The average of Section No. 5, as made out and exhibited to bidders, was \$25,666, and Chamberlain & Paul bid upon it \$27,100: it was awarded to them at \$23,000. The average cost of No. 4, as made out and exhibited to bidders, was



\$9,687, and it was awarded to Dennis McCarty at \$9,650, while his bid was \$9,940. These bids being without the rule laid down in the law, it seems plain to us they could not properly be considered as bids at all, and more especially as bids competing with those responsible bids which were put in on these two sections, which came within the average cost for six years. But still, Chamberlain & Paul, and McCarty, got these two sections, on these bids, for they put in no others. This looks strange, and it is strange, and would be very hard to account for, if the board had not so fully informed us, in the extract from their report, so often alluded to in this report, that they assumed almost unlimited discretion.

By reference to the testimony of McCarty, [No. 8,] it will be found that he was told, after the bids were opened, by some one, that if he would so modify his proportion as to bring it within the average cost for six years, he could get the contract. He says he did so modify it, but it must have been a verbal modification, for the bid as now on file, in the office of the Board, is the same as that first put in. He does not remember who told him this.

R. H. Gilson, in his deposition, says, [No. 29,] that he knows nothing about how Chamberlain, Paul & Co., came to get Section No. 5, only what he was told by Mr. Chamberlain, who came to him, after the bids were opened, and told him that they [C., P. & Co.,] could get No. 5, if they would do it for \$25,000. How could McCarty and Chamberlain learn that they could get these contracts, unless they got the information from the Board? No one else beside them knew, certainly, that they could get these contracts, until the Board told some one that they could. There can be no other explanation made that will at all coincide with all the circumstances.

This is, perhaps, the most extraordinary act in these most extraordinary proceedings. Two bidders, whose propositions are entirely outside of the law, because too high—that is, above the average, are given to understand that they can have the work at prices suggested, and, evidently, suggested by some one of the Board, for no one else but a member of the board could know that, after the time of bidding was passed, and all the bids opened, the Board would then open lettings in private, and would give one contract if taken at \$25,000, and the other if taken below the average; the one by Chamberlain & Paul, and the other by McCarty. Thus going through the forms of a public letting, and then letting it be understood, somehow, that these two contracts could be had by certain persons, if their private terms were accepted; thus letting them, not on propositions made by bidders in the regular and lawful way, but on propositions made by themselves, to persons, and accepted by them.

Section No. 8 was awarded, on the 14th, to O. White, and on the 28th the Board was notified that Mr. White declined to execute the contract, and they then proceeded to let it to J. J. Parks, on the bid of Michael Hays, which it appears was put in for him. Here again making, as we conceive, a mockery of the formality of receiving bids, and letting the contract without competition, at a private letting, on the 28th of November, fourteen days after the public lettings had closed. If they could let these contracts thus privately, fourteen days after the public lettings had closed, they could just as well have let all the sections so; and if they might do it fourteen days after the public lettings, they might just as well, in a legal point of view, have done it fourteen weeks, or fourteen months, after. It will certainly need no further argument, to show that the letting of this contract was not according to law.

#### SECTIONS NOT LET TO LOWEST RESPONSIBLE BIDDERS.

There was, as heretofore shown, only one section let to the lowest bidder, to wit: Section No. 3. The Board tells us that the law contemplated and they ex-

exercised a *discretion* in making the awards, and "selected those propositions which combined all the elements of responsibility, experience, capacity and fitness for the trust, and undoubted pecuniary ability."

We deny that the law contemplated any such discretion, and affirm, that, in exercising such a discretion, the Board assumed powers not delegated to them, and that, having transcended their powers, their action is null and void. And we now proceed to consider the questions here presented: *First*. Has the Board acted according to law? *Second*. If they have not acted according to law, is their action binding on the State? We again quote the law under which the Board let the repairs:

SEC. 5. That whenever, in the opinion of the Board, it will be for the public interest, to let by contract the keeping in repair of all, or any portion of the Public Works, except the National Road, said Board may divide any portion of the same into suitable and convenient sections; and, thereupon, said Board shall give due notice of the time and place of letting for said repairs, with the plans and specifications of said repairs, and the manner of doing the same; and the said Board shall let the same by sections, to the lowest responsible bidder, for any term of years, not exceeding five, upon condition that the bidder or bidders shall make, execute, and deliver to said Board, a bond, with security, to be approved by said Board, in any sum not less than double the amount of the contract price, payable to the State of Ohio, conditioned for the faithful performance of said contract, and upon such other terms and conditions as said Board may determine: Provided, That said Board shall in no case let by contract the keeping in repair of the Public Works, or any portion thereof, by sections as aforesaid, unless the same can be done at a price less than the average price of keeping the same in repair for the last six years: Provided, further, that in making appointments of officers or agents, the letting of contracts to individuals or companies, fixing the salaries of agents, engineers, clerks, or other servants of the Board, not otherwise provided by law, or in making *extra allowances* on any contract to an amount exceeding fifty dollars, the order shall be made by yeas and nays, and entered of record in the books of the Board.

It will be seen that they are empowered "whenever in the opinion of said Board, it will be for the public interest" to let the repairs by contract. Under this law, the Board had a discretion as to *when* they would let them, but it is very explicit in directing them *how* they shall do it, and upon what conditions. Now, who will claim that they may disobey one of these directions, or disregard one of these conditions? Let him who says they may do it, and that the State is still bound by their action, put his finger on the provision which they are not bound to follow. Will he say that they need not "give due notice of the time and place of the lettings?" The object of the notice is to let people know that the repairs are to be let, in order to invite competition. The object of the law is to promote the "public interest," and the most likely way to do that is to give "due notice," in order that men skilled in such business, and who would be likely to bid, might be informed of the time and place of letting, and might have time to inform themselves as to the character and former cost of the work. It would hardly be claimed that they could dispense with "due notice," for, unless it were given, there would be no competition, and the "public interest" would not be likely to be promoted, and thus the very object of the law might be lost. Then, if they may not disregard the provision requiring "due notice," after they had given the notice, and secured bids from a "large number of responsible and competent persons," may they disregard the condition imposed upon them by the proviso, viz: "that said Board shall in no case let by contract the keeping in repair of the Public Works,

or any portion of them, by sections as aforesaid, unless the same can be done at a price less than the average cost of keeping the same in repair for the last six years." And may they let any portion by sections as aforesaid, at *double* the cost of keeping the same in repair for six years, and still bind the State? This conclusion is too manifestly wrong to be tolerated. Then, if the Board can not let any portion at a price double the average cost thereof for the last six years, and bind the State, can they let at a price *at all* above the average cost for six years? To say they may let any portion at a price above the average cost for six years, is to assert a principle which will sustain the proposition that they may let them at a cost double, or even quadruple, and without limit, above the average cost for six years. The fact is satisfactorily established that section No. 6 was let at a price largely above the average cost for the last six years, and the contract can not be binding on the State, because the State never consented to be bound to pay more than the repairs on the same section cost under the system of repairs which preceded the contract system. To hold that the agents of the State may bind it to pay some thousands of dollars on this section above what the same section cost under the old system of repairs, when the State employed, by its agents, hands and superintendents. and by them made the repairs, would lead to so many absurd and dangerous conclusions that it can not be entertained for a moment. As before stated, the object of this law was to promote the public interest—it could not promote the public interest to adopt a new mode of repairs, which would cost more than the old mode—[unless it can be shown that the more it costs to keep the public works in repair, the better for the people]—and hence the General Assembly imposed this condition on the Board; and now, if the Board may disregard it, where is the use of any legislative restrictions on their conduct? Where is there any security to the people, who bear the expenses of government, if their will, as expressed through their representatives in the General Assembly, may be disregarded? Is their authority to be condemned on every frivolous pretext? Will it do to say, that, if the Board acted without fraud, their action is binding, when the result of that action is to increase the burdens of the people? If this be so, there can be no limit to the amount of taxation which the people may be made to bear, through the unauthorized acts of their agents; for if they may in this way saddle upon the people, taxes to the amount of five thousand dollars, why not to the extent of five millions?

Now, if the Board of Public Works may not disobey the provisions of this law, which requires them to give due notice, and to let no portion of the Works at a price above the average cost of keeping the same in repair for the last six years, may they disregard that provision which, in imperative language, says, "Said Board *shall* let the same by sections to the lowest responsible bidders."

The consequences which would follow this assumption are as absurd as those which we have shown would follow the assumption that either of the other provisions named might be disregarded. If the Board is not bound to let the contracts to the lowest responsible bidder, but may adopt some other standard by which to make the awards, then the provision is nugatory, and they may let to the highest bidder, or to a bidder not responsible, and thus the object of the law, which, as before stated, is to promote the public interest, would be as effectually defeated as if they should not give due notice, or should let at prices above the average cost for the last six years. It would be no answer, to say that, in the case before us, the Board so let the Public Works as to effect a saving of a few thousand dollars, annually, as compared with the expenses of keeping them in repair under the old system. It is the duty of the government to save money, whenever it can be done legitimately, and not to save it when it can, is no better than squandering it. If these contracts have been so let as to cost the State \$64 381 more, a year, than they need cost it, as the facts and evidence, we think, conclusively show,

then the tax-payers of the State are to that extent bearing a burden which should never have been imposed upon them ; and if the Board of Public Works may, by disregarding this provision of the law, fasten upon them this amount of needless taxation, where is the limit to their power ? Thus we are again brought to the conclusion, that, if the Board of Public Works might disregard that provision of the law, requiring the contracts to be let to the lowest responsible bidder, that they might make that law, which was designed by the General Assembly to be for the public benefit, an instrument of oppression to the people, and to say that they may so pervert the law from its purpose, is to say that they are not subordinate to the supreme legislative power, and that, though the Constitution itself [Art. 8 : Sec.13] says they shall manage the Public Works according to such laws as are now, [at the time of its adoption,] or may hereafter be in force in relation thereto ; still they need not do it, thus putting them above and beyond the reach of the laws and the Constitution, and making them, during their term of office, unaccountable and supreme ; their action subject to no supervision, control or review, and the General Assembly bound to tax the people, and hand out the money to meet whatever engagements they may make.

So monstrous are the conclusions which follow the assumption that the board is not bound to follow the direction given in the law to let the contracts to the lowest responsible bidder, and that no one, we apprehend, will be found reckless enough to make, or to defend the assumption. It will be conceded, we presume, without further argument, that if the board did violate this provision of the law, their action is illegal, and consequently void, unless the State has since legalized it.

This brings us to the real issue : *Was this provision of the law broken or not ?* We affirm our conviction that it was. The board and their apologists and defenders say it was not ; that as to this point the law contemplated, and the public interest demanded, that the board should exercise a discretion, and now let us see. The first step in this inquiry is—*what is the law ?* We have twice quoted it already, and have arrived at the conclusion that if the board disobeyed any of its provisions, the contracts under consideration are not binding on the State. We have not, however, examined it critically, with a view to ascertain what is the true intent and scope of its provisions. This we shall now do, bringing to our aid such established rules of interpretation and construction as are applicable in determining the meaning of statutes. We shall do this with particular reference to that provision of the statute which is in these words : "*Said board shall let the same by sections to the lowest responsible bidder.*" It is this provision which the Board say contemplated the exercise of discretion.

"The fairest and most rational method," says Blackstone, "to interpret the will of the Legislature is by exploring its intentions at the time the law was made, by signs the most natural and probable. And these signs are either the words, the context, the subject matter, the effects and consequences, or the spirit and reason of them all." Wendell's Blackstone, vol. i., § 59-60 ; Burget's Lessee v.; Burget i.; Ohio 469,480. Measured by this rule, what is the law before us ? The *intention* of the Legislature was to promote the public interest, and they empowered the Board "whenever in the opinion of said Board it will be for the public interest, to let," &c. To accomplish this end, it was deemed advisable by the Legislature, when the Board had decided that it was for the public interest to let them, that they, the Legislature, take it upon themselves to direct the mode of proceeding in order to produce the result desired. They directed, as a part of the means to the end in view, that notice should be given, in order that all might know of the lettings, and of the time and place, and that all who desired to might bid. It can not be presumed for a moment, that the Legislature, representing a people, one of the cardinal principles of whose constitution is, that "Government is instituted for

the equal protection and benefit of the people," intended to invite some to bid, and not others, and intended to allow the Board of Public Works to award contracts to some and not to others, unless they said so in the law; and if in the law the Legislature fixed any disqualifications, they must be such as grow out of the very nature and necessities of the case, and such, too, as harmonize with the principles and aims of the Constitution, and the disqualifications fixed by the Legislature; and they alone, should debar any man from bidding or contracting; and for the Board of Public Works to fix others would be nothing short of usurpation.

The Legislature, though it fixed no qualifications for bidders, allowing all to bid, did nevertheless fix a standard of qualification for contractors. Its object being, let it be born in mind, to promote the public good, and as to let contracts to irresponsible bidders might defeat the object of the law, the Legislature directed the Board to let the contracts to *responsible* bidders, and this direction carries with it, as a necessary implication, the direction that they should not let contracts to bidders not responsible. This is all the qualification required by the law, and all the disqualification imposed by it. *Now what is a responsible bidder.*

Here we must seek the meaning of the law from the words used in it by the Legislature.

"Words are generally to be understood," says Blackstone, "in their usual and most known signification; not so much regarding the propriety of grammar as their popular use." Wend. Black, vol. I. § 59, 60. Kent 1, 511. Statutes are to be read according to the natural, ordinary, and grammatical sense of the words, unless that interpretation leads to plain and clear contradiction of the apparent purpose of the act, or to some palpable and evident absurdity." *Attorney General v. Lockwood & Mason & Wellsby*, 308; *Smith v. Bell*, 10 *Mason & Wellsby*, 389; the Sussex peerage case, 8 Jurist, 795. In Edrick's case the judges said, "that they ought not to make any construction against the express letter of the statute; for nothing can so express the meaning of the makers of an act as their own express words." Wend, Black, § 60 note 12.

Having determined, by authority, that words are used in statutes in their "usual and most known signification"—in their "popular use;"—or, in other words, that "statutes are to be read according to the natural, ordinary, and grammatical sense of the words"—the next step is to determine what is the most known signification—what is the natural, ordinary, and grammatical sense, in its popular use, of the word *responsible*;—for the meaning of this word determines this controversy, except so far as it is determined by the acts and admissions of the Board, independent of the meaning of this word; or rather, if it be found to mean what is claimed by them, and gives them the discretion which they admit they exercised, in awarding the contracts. *Johnson* defines *responsible* thus—"answerable, accountable. Capable of discharging an obligation."

*Webster* defines it—"Liable to account, accountable, answerable, as for a trust reposed or for a debt. The security is *responsible* for the debt of his principal. Able to discharge an obligation; or having estate adequate to the payment of a debt. In taking bail the officer will ascertain whether the proposed security is a *responsible* man."

*The London Encyclopedia*, or universal dictionary of Science, Art, Literature, &c., defines it thus—"Responsible is answerable, accountable; capable of giving satisfaction; pecuniarily competent: and his example from *Locke* is given—"the necessity of a proportion of money to trade depends on money as a pledge which writing cannot supply the place of; since the bill I received from one man will not be accepted as security by another, he not knowing that the bill is legal, or that the man is honest or *responsible*."

These authorities all show that the "natural, ordinary" and "most known signification" in its "popular use" of the word *responsible* is *pecuniary ability*; and

thus is established by authorities which command our assent, and silence, the voice of cavil, what perhaps was sufficiently manifest without either authority or argument; for the popular usage has settled this as its "most known signification," even among the illiterate. But we have not omitted it because they whose duty it is to argue a question of the magnitude of the one now being considered, have no right to omit anything that may aid in arriving at the truth.

Now, did the Board of Public Works regard this word as meaning what all those unquestioned authorities, together with the popular usage, define it to signify? Or did they assume to give it another, and an unusual, unnatural and extraordinary meaning—totally disregarding its popular use, and its most known signification? Let their own statement as sworn officers answer these questions.

In their report on the condition of the public works, and their own doings in relation thereto, made to the general assembly for the year 1855, (Ex. Doc. part 1, page 439,) they give us the rule by which they adjudged their contracts. We here quote it:

"Proposals were offered by a large number of experienced, competent and responsible persons. The Board, in considering the bids, exercised the discretion which the law contemplated and the public interest demanded, selected those propositions which contained all the elements of responsibility, experience, capacity, fitness for the trust, and undoubted pecuniary ability, and awarded the contracts as in their judgment would best promote the public interest."

The paragraph is written with all the frankness of honest truth, and all the boldness of conscious rectitude; and we are disarmed of our suspicions, and the venues to our confidence are taken possession of by professions of respect for the law, and an anxious solicitude for the public good; and the mind is startled at first at the charge that men who say they have been "actuated and controlled in all they have done by such high considerations as reverence for the law, and a patriotic concern for the public good"—have neither promoted the public interest, to the extent within their power, nor obeyed the law. A little cool reflection, and patient enquiry, will enable us to see whether this paragraph, so full of high sounding words about the demands of the public interest, and the discretion contemplated by the law, is true, or whether it is the bravado of men conscious of having made a blunder or committed a wrong, and by blustering about important public services rendered, or an audacious affectation of good intentions to blind the eyes of suspicion, and silence the voice of inquiry; and thus to ward off the shafts of truth, and shield themselves from censure.

A brief analysis of this extract from the report of the Board will enable us to determine if, in awarding the contracts, they adopted any other rule than that laid down in the law. We have seen that the law required the contracts should be let to the lowest bidder having the requisite pecuniary ability, and giving the required security. The Board tells us in this extract from the annual report that "proposals were made by a large number of experienced, competent and responsible bidders," and in their special report to the Senate, (ex doc. 1855, part 1, 646,) they tell us that there were sixty-six proposals which were, on "inspection," "deemed sufficient" and registered. Four proposals were rejected because deemed insufficient.

As it contains matters of importance and interest in the determination of the questions before us we here quote from the minutes of the Board the paragraph cited:

"NOVEMBER 13, 1855.

The proposals for keeping the public works of Ohio in repair for five years, from and after the 15th day of November, 1855, were opened and registered. Mr. Steedman, President of the Board, opened them, and, in each instance, pro-

nounced the number of the section proposed for, the bidder's name, or names, and the contract price proposed for doing the work, who then immediately handed them to Commissioner Griswold or Blickensderfer, both of whom inspected said proposals, and each proposal which was deemed sufficient was forthwith registered by the Secretary of the Board, as it was read, or pronounced by the President, or one of the other members of the Board.

Sixty-six proposals were thus registered.

Four proposals were not registered because they were not deemed sufficient."

Now, in these sixty-six proposals which were deemed sufficient, are included all those propositions which we have shown by accompanying testimony to be responsible, and which are lower than those to which the contracts were awarded: as the bids of M. H. Mills, on sections 1 and 2—the lowest on these two sections; that of Henry Miller, the lowest on section 4; that of E. E. Shedd, the lowest on section 5; that of John C. Allen, & Co., lowest on section 6; that of Cooper Shadinger, & Co., the lowest on section 7; that of O. White, lowest on section 8. These bids must have been included in the sixty six deemed sufficient, for without them there are not sixty-six propositions, and with them there are exactly sixty-six. See same document from page 648 to 669.

What is a sufficient proposal? Plainly, one which meets the forms and intentions of the law. One equal to the end proposed; adequate to the demands of the case, having the necessary pecuniary ability, responsible, and accompanied by "the names of the persons who were to become the securities for the performance of the contracts," as required by the law, and the notice of the Board. And every one of these sixty-six bids proposed the names of securities, and in determining whether the proposals were sufficient or not, the Board had all these names, and doubtless considered them in connection with the bidder's proposition, and with these lights before them, they pronounced them sufficient. And for what were they deemed sufficient? For the purpose for which they were intended, certainly; for nothing else; and that was to secure the "faithful performance of said contract," in case one was awarded to the bidder. If they were sufficient for this purpose, then were they all that the law required, and the Board was right in deeming them what the accompanying testimony shows them to have been—that is, sufficient, responsible, adequate to the demands of the case, enough responsible. If they were not, then they should have been rejected because of their insufficiency. Having determined that sixty-six bids were what the law required, it would seem that their duty was plain and simple, and that they should have gone on and let the contracts to those bidders, whose proposals were the lowest, on the respective sections. This is a common-sense view of the matter, and it was just what every bidder supposed, and had a right to expect would be done.

But after they had got a large number of sufficient proposals, from experienced, competent, and responsible persons, they appear to have gone to *considering* that "the law contemplated a discretion," and that the "public interest demanded" that they should "exercise" it—for of what use was it if not exercised? They next resolved "responsibility" into all of its "element," and continuing the exercise of discretion from the annals of canaling, they determined who had experience, and who had not; and still exercising discretion, they take up the scale and measure the capacities of these sixty-six sufficient bidders, "according to gunter;" and still *exercising* discretion, they dive into the labyrinthian question of "fitness for the trust," and after exploring it, and determining who of these sixty-six fit, sufficient, responsible bidders, is fit for the trust, they "award the contracts as in their judgement would best promote the public good."

The rule laid down in the law for awarding the contracts, is reasonable, sound, just, and simple in practice, while that adopted by the Board is complex, unreasonable, unjust, and involved in endless difficulties in its administration. The Legislature was content with a single requirement, the object of which was to secure the performance of the contracts. To secure the State against loss, it was necessary that the contractor should be pecuniarily responsible, and should give good security, so as to furnish a guaranty of faithfulness, and indemnity in case of unfaithfulness. Pecuniary ability was all that the law demanded, and it is a thing tangible, real, and easily ascertained; while the "elements of responsibility," and while "experience, capacity, and fitness for the trust," are qualities so impalpable—so easily over-estimated when found—so often seen where they do not exist, that they may be made to dance before the imagination at the will of him who seeks them.

If the contractors had not skill and experience, their capital would enable them to employ them. The contractors, for instance, on section No. 7, could have secured the skill and experience of Mr. Forrer, by a sufficient salary—for much less than was paid for them by the State, for this contract appears to have been awarded to Forrer, Burt & Co., on the grounds of the "experience, capacity and fitness for the trust," of Mr. Forrer. Cooper bid on this structure, \$81,000, and it was let to a "selected" proposition at \$118,000—a difference of \$37,000 annually. We venture the assertion that Mr. Forrer's services could have been secured for a less sum.

Forrer, Burt & Co., now have five-sixths of Mr. Forrer's skill and experience hired at a salary, (see N. 38,) and the other sixth goes into the service of the State because he owns one-sixth of this contract, and it is very reasonable to suppose that the other sixth could have been got by a company for a sufficient remuneration.

Again Cooper, who appears to have been deemed unfit for so responsible a trust as managing No. 7, was deemed by Forrer & Co. a man of so much skill and ability in the management of such works, that they induced him to buy an interest in section 7, in order to avail themselves of his services in the management of it; and thus Cooper, condemned by the Board, is endorsed by those whom the Board selected and approved.

But the contracts themselves show that all this talk about "experience capacity, and fitness for the trust" in the contractors, means nothing. The following is an extract from one of these contracts, (Ex. Doc. 1855, part 1, pp. 643, 644,) and each of them has in it the same, or a similar provision:

"2. If, in case of a break or other casualty, the contractor does not immediately proceed to repair the same, or if in the opinion of the resident engineer or acting commissioner in charge, the force employed is not sufficient to insure the prosecution of the work, or in case of delays, arising in the progress of the work at any time, either from neglect or inability on the part of the contractor which may retard the opening of the canal, or in any manner embarrass or interfere with its navigation, the acting commissioner or resident engineer may employ such force, purchase such tools and materials, and perform such work as he may deem necessary to secure a speedy restoration of navigation, and all expenses incurred shall be paid by said Commissioner and deducted from the next monthly payment to said contractor."

"8. Whenever the repairs on any section are not promptly and properly made, or unsuitable materials are used, or the navigation is not properly kept up free from obstructions, or the feeders and dams are neglected, so that there is not furnished a regular and sufficient supply of water for navigation, and for such hydraulic works as the State is bound to supply, or for any other failure on the part of the



contractor to comply with the provisions of his contract, the acting commissioner in charge may file his certificate with the Board of Public Works, stating the existence of all or either of these defalcations on the part of the contractor, a copy of which shall be served on said contractor, together with a notice of the time and place where he may be heard thereon before said Board, by himself or attorney; and on said hearing the Board of Public Works may declare said contract abandoned, and direct said commissioner to take charge of the section covered by said contract, and make the repairs necessary to maintain navigation according to law."

It will be seen from this that the Board had reserved the power to enforce these contracts, in a summary way, or to compel their abandonment, with a view to the probable negligence or unfaithfulness of the contractors. The State still appoints and pays engineers, and they are to exert their skill, and give the benefits of their experience, to the management of the works, under the contract system as formerly. The money is in the treasury, and the contractors must do the work required by either the acting commissioner, or resident engineer, and if they fail to do it the necessary force may be employed, and the "expenses incurred shall be paid by said commissioner and deducted from the next monthly payment of said contractor." And yet, with this power to compel the performance of the contracts, and with the security against loss to the State, given by the contractor, the Board has gone outside of the law, hunting after "the elements of responsibility, experience, capacity, and fitness for the trust," at an annual cost to the State so long as these contracts may last, of \$64,381. But then they "*selected*" the contractors from among a large number, to wit: sixty-six, "experienced, competent, sufficient and responsible bidders, and of course more should have been paid for "*selected*," than for *common* experience, competency, sufficiency, and responsibility. But we admit ourselves puzzled to see wherein the "*selected*" are better than the cullings left behind; and we apprehend that all who are familiar with the selected, and rejected bidders, or who will read the testimony herewith submitted, will find themselves unable to account satisfactorily for the action of the Board.

These sixty-six bids were "opened," "deemed sufficient," "considered," "selected," and "the contracts awarded," all on the same day, to wit: the 13th of November.

Let him who says this law gave the Board any discretionary power to fix rules for awarding the contracts in addition to the rule found in the law, point out one line, or one word, from which such an inference can be tortured, if he can. It can not be found. It is not in the law. Where did they get authority to "*select*" from among bidders all "*deemed sufficient*" by themselves, on any other rule than that the lowest of such bidders should have the contracts? Who made them judges of men's capacities, or fitness to do the State's work?

If any argument were wanted against the granting of discretionary powers to officers, these proceedings would afford a very strong one. They are contrary to the genius of our institutions, and are justly regarded with jealousy by the people, because always liable to abuse, and dangerous to liberty and equality; and hence are very seldom granted. The general rule is that the powers and duties of officers are clearly defined, and the rule has always been to allow as little to inference or construction as possible, and to make the margin of discretionary powers very narrow. The sovereign Legislative power is vested by the Constitution in the General Assembly. Though the Board of Public Works is created by the Constitution, (Act 8, § 12.) yet their powers and duties are to be such as the General Assembly may by law prescribe; and where by statute, a special authority is delegated to particular persons, affecting the property of individuals, it must be *strictly* pursued." *Rex v. Crook*, 1 Cowper 26; *State v. Van Geison*, 3 Green's N.

J. R., 340. This grant of power to the Board of Public Works to let the repairs by contract, is not a general power to let the works without specifying the mode; if it were, there would be some show of authority for the exercise of discretion; but it is a special power limited to the letting of the public works, and the law specifying the mode; and "all powers are special where both the end and the means are specified." (*Loyette et. als. v. Gano et. als.*, 17 Ohio, 473.)

Then, as the Board of public Works are the special agents of the State, charged with the performing of a particular duty in a mode clearly defined, their powers and duties must be regulated by the same rules which are applicable to special private agents. Otherwise we should have one set of rules to protect the rights of individuals, as standing alone, and another set to protect the rights of individuals as united together and forming what is called the community, the public, or the State. And this would be preposterous; for in some of his relations the rights of a citizen would be regulated by one law, and in other of his relatives by another and different law. The rights of a citizen, as a taxpayer, are just as sacred as the rights of the same citizen as a merchant or trader, and his rights in the one regard should be guarded with just as much vigilance as in the other, except that as an abuse of the taxing power is an infringement upon liberty; and as liberty is better than money, the agents of the people, whose action may effect taxation, and thus their liberty, should be held to a more rigid adherence to the letter of their authority. The idea that they may transcend their powers, should not receive countenance for a moment, no matter what the pretext, or the occasion; for when once the bounds of authority are passed, and the usurpation acquiesced in, it serves only to invite new aggressions; and all experience proves that power never goes backwards, but its course is onward, and no matter how much may be given, it is ever ready to grasp more.

Those who deal with the agents of the State, can not justly claim an exemption from any of the risks they would incur in dealing with private agents. It certainly can not be claimed as a hardship for the State to guard itself and its citizens against liability by the same rules which protect private interests in transactions between individuals.

"If the powers of a private agent are special and limited, he must strictly follow them." (Kent ii. 790.) And "so strictly has the rule been enforced, that the agent must obey his instructions; that in a case where the agent, having money of his principal in his hands, was directed to employ it in the purchase of a bill for his principal, but the agent purchased the bill on his own credit, and the bill could not be collected, it was held plain that by reason of his disobedience, the principal might recover the amount of the bill of the agent." *Hays v. Stone*, N. Y. R. 128. "If A. authorize B. to buy him an estate at fifty dollars per acre, and he gives fifty-one, A. is not bound to pay the price." (Kent.) "An agent constituted for a particular purpose, and under a limited power, can not bind his principal if he exceeds his power. The special power must be strictly pursued." (Kent ii. 793.) Walker 260. "If a special agent exceeds the special and limited authority conferred on him, the principal is not bound by his acts; but they become mere nullities, as far as he is concerned." Story's Agency, 126.

From these authorities it will be seen how rigidly private agents are held to the limits of their power. No resort to subtle, and forced constructions is allowed to extend their authority. And if individuals may thus define the extent to which they will allow agents to bind them, may not all the people do it with just as much strictness and certainty through their Legislature? To say they can not, is to say that the sovereign power has not the power of self-protection, and that the State is less powerful than any one of the people making the State.

But we are under no necessity to depend on reason and argument, to support

the proposition that *public* agents should be held to the same strict observance of their authority, which is applicable to private agents. This doctrine is supported and enforced by authority. For "when by statute, a special authority is delegated to particular persons affecting the property of individuals it must be strictly pursued; and it must appear so on the fact of the proceedings. Proof *aliunde*, is not admissible to support what, though it may exist, does not appear on the face of the proceedings." (Curwin's revised statutes, p. 6, and authorities cited in note.) Here it is said that the authority must be strictly pursued, and not only so, but the proceedings must show on their face, that such was the case; and if the record does not show it, evidence outside of the record is not admissible to prove it, even though it be the case. Now what does the record in this case show? It is true that Mr. Steadman hung a speech to the tail of a motion he made, in which he says that the persons to whom the contracts were awarded, were the lowest responsible bidders. The motion and the speech together, read about thus: "Mr. Steadman" moved that the contracts be awarded to the following companies; "they being the lowest responsible bidders for the same." [Ex. doc. part 1, 1855, p 646.] But the record itself shows that this statement is not true, but that they "selected" out of sixty-six "sufficient, experienced, competent and responsible" propositions, those to whom the contracts were awarded, on other grounds than that of responsibility, to-wit: "experience, capacity, and fitness for the trust." But this bold assertion was no doubt thought necessary by the Board, to serve as a foil to the attacks, which its introduction shows they anticipated. After their own admissions of its untruthfulness, upon the face of the record, it is scarcely necessary to refer again to the testimony of Mr. Richardson, Henry Miller and William Miller.

Then, did they "strictly pursue" their authority? Was the law broken or not? We have in the preceding pages, expressed our conviction that it was. Have we not shown that this conviction rests on a solid foundation? Have we not shown by the most conclusive evidence, that the law is not only technically violated, but that the violation is palpable and gross, going to the very core of the law, and overriding its letter, its spirit, and its intentions? Have we not shown that instead of doing what the Legislature said they should do, they set themselves up to suppose what they intended to say? If in a statute, affirmative words are used, saying that certain forms shall be followed, that certain things shall be done, those words are imperative. [Wend. Black. § 60. n.] Have they done as imperatively commanded by the law to do? To say that they have, would be a flat contradiction of their own unequivocal admissions, and also of an amount of testimony not only satisfactory, but overwhelming.

Then are the contracts binding upon the State? Strictly speaking, there can be no liability of the State for the contracts of the agents, as no action can be had by the contracting parties against the State. [Kent 2, 832.] But if the agent of the State have been guilty of omissions of duty, or of negligence, or have done wrong, they are themselves responsible. [Story on Agency, § 319, 222, and authorities there cited.] But that the State is supreme, does not give her a right to be unjust; and when we ask if the State is bound, we ask rather if she be bound in justice than in law. As a legal question, we think it may be considered settled by the facts, and on the arguments and conclusions deduced from them, that the State is not bound, even holding her to the same rules of law that bind individuals.

We have shown that if an agent of a person depart in the least from the letter of his power, his principal is not bound. We have shown by arguments drawn from analogy, and likewise by authority, that the rules which are applicable to private agents are applicable to public agents; and that any deviation from the

power of a private agent which would nullify his contracts, as to his principal, would in like manner render void, as to the State, any contract made by any of the State's agents. By this mode of argument, it will be seen, the same rules of morals and justice are applied to the State, as principal to a contract by one of its agents, as those which are applied to any citizen of the State, as principal to any contract made by his agent. Now has the Board so departed from their power, that if they had been acting as the agents of an individual, that he would not be bound by their action?

To conclude that an individual would be bound by their action, had they been acting for one, after their unquestioned and palpable violation of their instructions, would be to conclude that the clear, direct and universally acknowledged precedents which we have cited settle nothing, and that there is neither reason nor justice in the law of agency as established and sanctioned by the practice of ages. Then, if an individual would not be bound, it needs no argument to show that the State would not be, for the State is only bound to such rules of morality, justice and law, as rest upon its citizens. None of its citizens can claim more of it, with justice, than it may claim of any of its citizens.

Then, are we not right, and that too without leaving room to cavil or doubt, in drawing the conclusion that the State is not bound by these contracts, either in justice or in law. To our minds the case is so clear that every other conclusion is excluded, and reason, justice and law all unite in saying that the State is not bound, and that it ought to disown these unauthorized contracts.

The statements of the Board, as to principles, and rules upon which these contracts were awarded, when regarded in the light of solemn admissions made in the discharge of their official duties, in their published reports, under the sanctions of their official obligations, as stated and explained in the preceding pages of this report, should be, we think, sufficient to satisfy you that the law was palpably violated in making those awards. But we are by no means dependent upon their admissions in their reports, to sustain this allegation. It will be found by reference to the testimony of Mr. Richardson, (No. 11,) that Mr. Steedman acknowledged to him that he was informed by a person entitled to confidence, that he was an experienced contractor, and that his own responsibility and that of his securities was sufficient, and that too before the section, (No. 5, on which his bid was lower than the contract price,) was awarded. And William Miller who bid lower than the contract price on section No. 1, says that after the lettings, Dr. Griswold informed him that his securities were ample, and that his reputation as a business man was all sufficient; and his knowledge of this fact accounts for his looking "rather confused" (see No. 3) when Mr. Miller asked why the work was not awarded to him instead of to A. Medbery at a higher price. Look at the testimony of Henry Miller, and it will be found that after the contract was made, Dr. Griswold told him that his bid: the lowest on section 4, was considered entirely responsible, but that the Board feared he would lose money on it at that price, and for that reason they did not let him have it. In these cases it is perfectly manifest that the Board knew they were not awarding the contracts to the lowest responsible bidder, even if we allow the law the latitudinarian interpretation which they put upon it.

Again, they were bound to use ordinary and due diligence to inform themselves as to the responsibility of the lowest bidders. The lowest bidder on any section, who presented the names of securities, was *prima facie* entitled to a contract, and it then became the duty of the Board to notify him of the fact, and then proceed to inquire into the responsibility of his bid, and when the Board omitted to do so, they omitted a very important duty. Most, if not all, the "sufficient" bidders were on the ground, or were represented by some one who was, and the informa-

tion necessary to enable the Board to decide who was and who was not responsible, was within the reach of the Board. Mr. Hamlin, the attorney of the Board, could have told them, as he has told us in his deposition, that the securities of Cooper, Shaddinger & Co. were worth a million of dollars. Mr. Doyle and Mr. Backus could have testified to the responsibility of the firm and securities of J. & W. Dickey & Co., as they have to us. But whether the Board tried to inform themselves or not, is a question that relates to their individual liability in the case, rather than to the question of legality; and as this is a matter which we do not propose to discuss, we will not pursue it further; for, why should we spend time in administering such diluted potions as a lack of "due diligence" in the Board, when the whole proceeding festers with the virulent poison of both proved and confessed illegality; or, why should we keep up the excitement of contest after opposition has prostrated itself by wounds inflicted by its own hands.

But it may be claimed that the very idea of a "responsible bidder" suggests a comparison of bidders, and makes it necessary that the right to "select" results from the right to compare; and that from the right to compare and select a discretionary power, such as was exercised by the Board, results as a necessary consequence. But let us examine this a little. To our minds, the position appears entirely fallacious, though it is perhaps the most plausible point that the advocates of the legality of the contracts have to hang upon.

When the bids are in, the next step is, if the law is to be regarded, to ascertain who is the lowest bidder, for he is to have the contract if he be responsible. His being responsible does not depend on whether any one else is responsible or not. His own pecuniary ability, and that of his securities, is the sole matter of inquiry. Responsibility is not a relative—not a comparative thing, but a positive quality, the existence or non-existence of which, in each individual case, may be demonstrated, by testimony, beyond reasonable doubt. But no bidder's responsibility could ever be ascertained by comparing him with other bidders, even if the comparison should be continued till doomsday. How could it ever be decided whether A's bid is responsible by comparing it with those of B, C, and D? A thousand such comparisons would not throw one ray of light on the responsibility of A.

The law, requiring the contracts to be let to responsible bidders, made inquiry and information necessary, and the Board were bound, as faithful agents, to use due diligence to ascertain who was the lowest responsible bidder; and their fatal mistake was, that they were not discreet enough to see that the path of duty was plain and straight before them. This kind and this amount of "discretion" was certainly "contemplated by the law;" and if they had "exercised" this sort of discretion, instead of that which they did exercise, and by which they were led away from the law, their guide, and safe conduct, into the wild regions of uncontrolled power, there to expatiate on "all the elements of responsibility;" and the age, the accomplishments, the qualities, the labors, which constitute "experience," and to measure the fanciful heights, and depths, and lengths, and breadths of "capacity;" and to explore the whimsical recesses of "fitness for the trust," then would they have served their State to more profit, and saved this committee and the Legislature a most embarrassing duty.

It may be claimed, and it doubtless will be, that the State has already ratified these contracts, and hence it is too late to disown them. This claim will be set up on the ground, that, subsequent to the making of the contracts, the Legislature appropriated money to pay the contractors, and by this act acquiesced in the action of the Board.

What are the facts? What is the law? These contracts took effect on the 15th November, 1855. The Legislature did not meet till the first Monday of January, following. When it met, these contracts were subsisting. The Legislature had

official information at the opening of its session, through the Governor's Message, that the contracts had been made, but he did not attempt to give the facts. The report of the Board of Public Works, which accompanied the message, gave a very meager account of the transaction. It did not profess to enter into the details. This report was not printed and laid upon the tables of members, where they could inspect it, till the session was far advanced. There were, it is true, rumors of wrong doing on the part of the Board. But they furnished no information. The report itself excited suspicion, and information was called for from the Board, by a resolution of the Senate, and in response to this resolution, the Board, on the 7th day of March, communicated to the Senate a part of the facts. This partial report disclosed the fact that the contracts were not let to the lowest bidder, and it was boldly charged that they had not let them to the lowest *responsible bidder*, and that bidders had acted fraudulently in obtaining the contracts, and even that the contracts had been awarded to favorites, through fraud of the Board. Before all the facts connected with the lettings, as shown by the records of the Board, had been communicated to the Senate, or to the House, it was determined to appoint a committee to investigate the whole subject, and report thereon to the Legislature, to meet in adjourned session on the first Monday of January, 1857. Up to the time of the adjournment, on the 11th day of April, 1856, the General Assembly had only been able to learn enough of this transaction to excite alarm, and to convince it that an investigation, such as it was impracticable for it to make, should be had, and accordingly it passed an act, in which it appointed a joint investigating committee to inquire into this and any other transactions and expenditures of the Board of Public Works; and the Legislature never had, prior to the passage of the appropriation act, by which money was appropriated to pay these contractors, the facts, necessary to justify it in taking any other course than the one it did.

They found, by the report of the Board, the contracts had been made, and they presumed, as they ought to have done, that they had been fairly and legally made. It would have been a most extraordinary proceeding, for the Legislature to refuse, on mere suspicion, or rumor, to appropriate money to keep the public works in repair, knowing, as they did, from the report of the Board, and the Governor's Message, that the repairs had been let by contract, according to authority of an act which they knew was in force. Thus but very partially informed as to the facts, it would have been totally unjustifiable, in the Legislature, to disown the contracts, and refuse to appropriate the money to fulfill them.

They had been told, in the Message of Governor Medill, that an annual saving of \$93,172 a year had been effected by the contracts. They were told the same, in substance, by the Board, in their annual report, and they had a right to receive it as true. And for them to disown a proceeding by which that amount of money was, according to those officers, to be saved to the State, in the year 1856, and fall back upon the old mode of making the repairs, would have been totally inexcusable in the Legislature, without knowing causes for such action, more satisfactory than had been laid before them, or than they were able to gather up.

Such is a brief and substantial statement of the facts, bearing upon the question of the ratification of these contracts. On this State of facts, what is the law?

"An acquiescence in the assumed agency of another, when the acts are brought to the knowledge of the principal, is equivalent to an express authority." (Kent 2, 785.) "But a ratification of the act of the agent in ignorance of his misconduct, will not, as to the agent, be binding on the principal." (Hays v. Stone, 7, Hills N. Y. R., 132; Owen v. Hull, 9 Peters, 608.)

"A principal who knows of a transaction of his agent, in which he exceeds his authority, and does not promptly disown it, can not afterwards do so, because it

would unjustly injure him with whom the agent dealt." (Taylor v. Miami Exp Co., 6, Ohio, 169-170.)

"The ratification must be made with a *full knowledge of all the facts and circumstances*. If the ratification of the principal be without such knowledge, it will not be obligatory upon him, whether his want of knowledge arise from the designed, or undesigned, concealment, or misrepresentation of the agent, or from mere inadvertence." (Story's Agency, 243.)

Considered in connection with the facts, these authorities must entirely demolish all argument, or pretence of argument, in favor of the legality of these contracts, growing out of the alleged acquiescence in, and ratification of them, by the Legislature, by the mere act of appropriating money to meet them, while it was taking the steps necessary to "a full knowledge of the facts," which were absolutely necessary to a proper determination of the question. The Legislature acted as promptly as the nature of the case would allow; and if they have stepped prudently, and even cautiously, certainly they have not, by such a course, lost any of their power to protect the rights of the people, against the wrongs inflicted upon them by these proceedings of the Board, so far as the future is concerned.

But, we shall be told, doubtless, that most of the contractors have acted in good faith, and that it is not right that they should suffer, because the agents of the State transcended the bounds of their power. This is a very well conceived sophism. It aims at leading our judgment, by getting hold upon the cords of our sympathy; and to modify justice by appeals to generosity. Power is always propitiated by every insidious appliance that ingenuity, spurred into activity by selfishness, can bring to bear upon it. The lenity of the Legislature is so proverbial, that it is presumed upon with great confidence, by those who have purposes to accomplish, through its instrumentality. Last winter, when it was called on to appropriate nearly a third of a million of dollars, to pay debts incurred on the Dayton and Newburg Asylums, and the New State House, in defiance of the plainest positive prohibitions — mechanics, with their starving families, were made to march in sorrowful procession before our imaginations; our ears were filled with the wailings of suffering orphanage, pining in want; the ghosts of lunatics were to haunt us; and the importation of an earthquake was threatened, for the express purpose of swallowing the State House. We were melted into pity by the pathetic, and awed into duty by the terrible. Our sympathies were used to undermine our resolution, and then, by easy degrees, we soon came to the conclusion to end all this woe, and prevent these foreboded catastrophes, by paying the unauthorized debts of the Asylums and the State House.

If we attempt to disaffirm these contracts, no doubt we shall have similar scenes enacted, with additions. We may expect to hear *bugaboo* crack his whip, and rattle his chains behind the curtain, and to see *raw-head and bloody-bones* stalking across the stage, gesticulating and bellowing destruction to us all.

The intolerable sufferings of these contractors which may be arrayed in touching groups before our eyes, will on a close examination be found to be fictions manufactured for the occasion. They are certainly not objects of pity, and if the Legislature grants them justice, which it no doubt will, they should be content. Generosity is a very good thing on a proper occasion, but justice is always in season; and the Legislature has no right to be generous to these very clever gentlemen, while justice to the tax-payers has paramount claims upon them.

But what is the law as to those who deal with agents? "*It is incumbent on those who deal with agents, knowing them to be such, to ascertain the extent of their authority; and a special agent who exceeds his authority, in no case binds his principal.*" (Walker's American Law, 261.) This is the law as applicable to persons who deal with private agents, whose instructions and powers are not public; and it is

certainly much more reasonable and just when applied to persons who deal with the Board of Public Works. Their duties and powers are prescribed in a public statute. The statutes are published by authority, and are within every man's reach, and he may, if he will, find out what the law is, and hence the presumption that every man knows the law, has some significance, and reason in it, in Ohio.

While the fraudulent conduct of a contractor in procuring a contract may make it void, yet if the Board of Public Works transcended their powers, the contracts are illegal, and having received the taint of illegality at the time of their inception, no amount of honesty on the part of the contractor can cure them. But their honesty should secure for them a ready justice, and if they have invested money in expensive implements, as some of them have, of a highly useful character in the repairing of such works, the State should take these of them at an appraisement. Of course it could not be esteemed improper to take the tools, boats, &c., of all the contractors, as they took them of the State—at an appraisement.

It would be a very nice thing, indeed, for these contractors (about fifteen in all now) to get for repairing the canals \$64,381 a year more than the State could have got it done for. But it has always been considered true philanthropy to do the greatest good to the greatest number; and while our generosity may be appealed to on behalf of these contractors, the millions of the people who support government have a right to require justice, exact and rigid justice.

There is but one other point on which we can conceive it likely that the advocates of these contracts may try to hang a defense, and as things the most sacred are generally called on for aid on such occasions, no matter how bad the cause, we may be allowed to anticipate that the constitution will be invoked to protect the sacredness of contracts. If the General Assembly should undertake to discover these void contracts, of course a howl will be raised about repudiation, and conservatism will counsel submission to secure peace.

The constitution says that "no State shall pass any law impairing the obligations of contracts." Granted without argument. But before the supporters of these contracts can entrench themselves behind this constitutional breastwork, they must overthrow the arguments and the authorities which we have arrayed, showing that these *things*, and these *proceedings*, which we call *contracts*, because we cannot get another name for them, are not contracts and never were. Being made by the agents of the State in a manner unauthorized, for a sum which the State never agreed to pay, they are void from the beginning. We are very far from taking the position that the State may lightly break her agreement. Throughout this argument we have held the State bound to the same rules of morality as those which are obligatory upon individuals. We would not intimate that she may repudiate her contracts, we only say that she may do what the humblest citizen within her borders may do when a contract is made in his name, the terms of which he never authorized, and that is to disown it. The constitution was intended to protect contracts, not to shield every thing that might be called a contract. Is this such a case, as we have before asked, as would justify an individual in disaffirming the act of his agent? If it is, then is the State justifiable in disaffirming it.

We have now closed the argument of the power and right of the Legislature to disown these contracts, and we think they are established clearly and firmly. It only remains to say a few words as to the question of policy.

If the State does not stand a reasonable chance to make something by their disaffirmance, as a matter of expediency it might make little difference whether they were approved or disavowed by the State. But as a matter of principle it would still be very important to assert the doctrine in the legislation of the State, that its agents must obey the law as they find it, and not go to supposing what the Legis-



lature meant to say instead of following what they had said. There is no safety except in this rule.

In theory the people are sovereign, and they should be so in fact, and if they tamely submit to encroachments upon their rights there will never be wanting those who will seek pretexts for infringements. It is the prerogative of the people, to have their will, as expressed through the constitution and laws, obeyed to the letter; and they are not to be told they must wait till they see whether they are *damaged* by a wrongful act of any of their agents before they will decide whether they will be bound by it or not. And it should be enough for the Representatives of the people to know that the action of any of the State's agents is in violation of law, and whether committed through negligence, folly, or fraud, it becomes their duty as the constitutional guardians of the treasury, and through it controlling the power of taxation, and effecting thus directly the liberties of the people, to disaffirm such action—especially if detrimental to the public interest. So careful, and so justly so, are the people of their rights, that they have guarded them by constitutional provisions wherever they could; and it has always been their policy to prescribe the line of duty to all their agents, and if deviations, the most palpable, are to go unrebuked, what is their policy worth? A rigid accountability of public officers has always been a very popular theory, and if we would have a good and a pure government we must practice it. No violation of authority—no usurpation of power, should be excused or palliated, except upon those rare exigencies which sometimes come upon states, and which furnish reasons the most cogent and satisfactory.

It is shown beyond dispute that these repairs might have been let to persons just as responsible as those who now have them, so as to have saved \$64,381 annually to the State. This sum may appear small, but if added to the meager net income of the canals for the last year it would swell it into respectability.

There can be no reasonable grounds to doubt that if a bill be passed, to re-let these repairs, in sixty days they can be let at a saving of as much, or more than should have been saved by the former lettings. The anxiety of the present contractors to hold on to them, goes a good way to establish this conclusion.

And if we have the power and the right, and it be politic, then the question resolves itself into a very simple one—*have we the will?* To doubt that we have, is to call in question both our integrity and our courage.

If it should be admitted that the proceedings of the board are illegal, but yet be claimed that the court is the proper tribunal to decide the question, we have only to call to mind the nature of the obligation resting upon us as legislators, and then refer to Art. 2, Sec. 22, of the Constitution which says: "No money shall be drawn from the treasury, except in pursuance of a specific appropriation made by law." Now, is this power to open and shut the treasury, put into the hands of the Legislature to no purpose? Does this grant of power impose no corresponding duties upon us? Powers and duties are commensurate. It is our solemn duty to see that money is not drawn out of the treasury for improper purposes; and this duty imposes on us the further duty of judging of the propriety or impropriety—the legality and illegality—of every measure which proposes to take money out of the treasury. The responsibility is upon us—and we cannot avoid it if we would.

If, as is claimed, any or all of these contracts, from any cause, are *illegal*, and were so from the beginning, another conclusion follows as a necessary consequence: viz: The contractors stand exactly in the position of persons who have done work for the State without any stipulation as to the reward; in which case there would be an implied agreement that the State should pay what the labor is worth. We have remarked on this subject somewhat at length in connection with section

§ and §, and as the principle applied to those contracts, which are claimed to be illegal on the ground additional to not having been let to the lowest responsible bidder, and the contractors had acted in bad faith in getting them, is equally applicable in the case of contracts, void from any other cause, it is deemed unnecessary to repeat what is there said. If the Legislature agree with us, that the contracts are void, then it becomes proper for them to consider what the contractors are justly entitled to receive, or to retain for the time they have been repairing the works. However, individuals might be justifiable in sacrificing their own private interests in a similar case for the most sacred obligations of public duty, that the interests of the people should be jeopardized or destroyed by their representatives.

In all that is said in regard to the legality of the contract it is not proposed to interfere with the contract for repairing section No. 3. This appears to have been let to the lowest responsible bidder, and in all other respects, in accordance with the law, nor has the contractor done any thing, so far as we can learn, to invalidate it.

### THE CONTRACT SYSTEM.

Perhaps it is not possible for the State to adopt a mode of keeping the public works in repair, which is not somewhat inefficient, and liable to abuse. Every system must be imperfectly executed because it takes a multiplicity of agents to carry it out, and it may be abused because all of these agents may not be honest and capable. Universal experience shows that individuals can do any species of work much more economically than the Government can. Our Government has inclined to the policy of putting every thing under contract that is of such a nature that it can be. Officers who have patronage are always besieged by applicants, and unless they have great firmness and honesty, are prevailed upon to make sinecures for political or personal friends. That system which employs the fewest agents, and leaves the narrowest margin for superintendence, certainly has much in it to commend it as our favorable consideration. The old system would be as good in its results, perhaps, as any that could be substituted if the State could always find men of unswerving integrity and unyielding energy to serve it—but it has been so long the custom to use the public funds *liberally*, that it has grown into a vice that can hardly be cured unless the State be cut loose from the whole system of improvements.

While the State continues to have public works to superintend, the Constitution makes the Board of Public Works the superintending, and the power is certainly as safe with them, elective as they are by the people, and accountable to them. It is to them that the people are chiefly to look for the carrying into execution of any plan of repairs that may be adopted. They may make any plan a bad one by not doing their duty, but it appears to us that they will be exposed to the fewest temptations to depart from the line of strict duty under the contract system, and therefore that this plan is to be preferred over the old. To say that the contract system cannot be properly administered, and that the old system may be, is to say that a man who may be honest, capable and efficient under the old system will not be so under the contract system.

Under the contract system the State must of course rely upon its own commissioners and engineers to enforce the contract. The last year has afforded a chance to ascertain something about how this system works. There have been some complaints on some of the sections, but they were mostly confined to the Hocking Canal, section No. 3 section No. 7, and section No. 8. On sections No. 1, 2, and 6, we heard not a word of complaint. Indeed from what knowledge we have of the management of the works we doubt if there has been more real cause of complaint than under the old system of repairs. Under that system it was unfe-

quently happened that men were put into the responsible post of superintendent of repairs more because they were good partisans, than because they were good men for the post. But under the contract system the contractors will, we may safely assume, get the men to manage for them who can manage best. We were told by one of the present contractors that he suffered some party friends to control his choice of superintendent, and that he swamped him down with expenses, and he was compeled, in self-protection, to seek another, and he sought for a man suited for the place, regardless of his politics, and that the savings of the latter made up his losses by the former, and enabled him to realize a fair profit on his contract.

Some of the sections are perhaps too heavy for a single contract, and it might be a matter of economy to add another engineer or two, in order to secure a more frequent inspection, and a closer oversight.

A single alteration in the law regulating the salaries of the Board, would, we think, do much to increase the efficiency of their service. Under the law, as it now stands, they get a stated salary of \$1,500, per year. Their duties are of such a nature that they cannot be well discharged without traveling frequently over the entire line of the work. The very moment they begin to do that which it is absolutely necessary for them to do, in order to the proper discharge of their duties, they begin to incur extra expenses, and if they were to travel as much as the public interest would seem to require them to do, it would use up a large portion of their salaries. To remove this obstacle to the efficient service of the State, by the commissioners, an allowance, to be used only in paying traveling expenses upon the line of the works, should be made.

Under the laws as now in force, the works are divided into three divisions, and each commissioner has almost the exclusive management of his division, and it has been considered rather as officiousness for one to propose any modification of the plans of the other. This is radically wrong, in our view, and while each should, as now be an acting commissioner of a particular part of the work, yet it should be made the duty of all to exercise a close supervision over each, and to go over the whole line of the works at least once or twice a year.

As the repairing of the Public Works by contract, is an experiment, they should not, it seems to us, be let at very long periods, till the experiment is fully tested, we are impressed with the belief that this is the proper mode, if guarded as it should be, and if the works were let for, say a period of two years. The defects of the system would be developed, and then the Legislature would have a chance to make improvements, before re-lettings took place.

The contractors should, we think, be required to keep the accurate accounts of their expenditures, and to report them annually to the Board, or to the auditor of State. To secure this, the last monthly payment might be retained, until their report for the year is made. These reports would show how much the contract system costs the contractors, and would furnish the best possible basis of estimate for bidders at subsequent lettings, and if the State had been paying too much, these reports will show it, and competition will prevent it in future. This suggestion is another reason in favor of letting for short terms.

Another matter worthy of consideration is, whether it would not be well for the State to reserve to the Board, the entire control of the water in some of the principal reservoirs, and make it their duty to appoint a careful man to superintend and control the letting out of the water. A single level getting too low, destroys a whole line of canal, and this renders it of the utmost importance to have the supplies of water regulated in the most careful manner.

If the State should again require the works to be let, it would seem to be due to the growing public sentiment in favor of the sale of the public works, to have them

let, subject to the right of the State to sell at any time it may choose—the sale to take effect at the close of the fiscal year, or at some other convenient period of time.

There is one other matter in this connection, which we think proper to suggest to the consideration of the Legislature. It is this: There are many very heavy structures, such as dams, on the Muskingum, Tuscarawas, Maumee, Miami, and Scioto; and aqueducts, such as that over the Scioto, at Circleville; over the Miami at Dayton; or over the Tuscarawas at Bolivar; or the Licking at Newark. In making up an estimate of what the work can be done for, every prudent man, if he has these to rebuild, in case of destruction, will bid with reference to this emergency—and must consequently bid a great deal higher than he would if he were relieved from the danger of expense from this source. We have thought it well worthy of consideration, whether it would not, on the whole, be cheaper and better to so form the law, that in case any of these heavy structures, which could all be easily named in an act, had not better be excepted in future lettings—except the ordinary repairs of such structures.

Unless the contracts are taken at very high rates, the destruction of a single structure of the kind named above, would ruin a contractor, and involve his securities. This would so reduce the hazards of the repairs, that the ordinary repairs must be taken at very reduced prices, compared with those which contractors should have, if bound to rebuild these structures; for as the hazards are taken away, the business becomes more a fair and legitimate operation—less of speculation and speculation about it. The lettings should of course be for comparatively short terms, in order that the State might have frequent chances to improve upon its former plans of management; and the extraordinary prices which must be paid, if the contractors are to run the risks of loss by the destruction of such structures, would soon amount to enough to rebuild them. The State can choose its policy in this particular, and that policy which has the least of chance or hazard in it, seems to us most likely in the end to best serve the public.

Other matters will readily suggest themselves, if the Legislature determines to relet the works. As for instance, the length of time that the lettings should be advertised, and the cost of the works in former periods, and the number of locks, culverts, dams, bridges, aqueducts, &c., on each section. The late lettings were little better than sham, for the Board gave no data in the notice, from which bidders could make estimates, and there was never a statement of the average cost made out by the Board for the use of bidders, till, we think, the day before the lettings, and on the Miami and Erie canal, these were so far above the actual cost, as to serve only to mislead. Dr. Paul, who bid on Section No. 6, bid entirely above the actual cost of this work, and a great deal higher than he would have done, if he had not been misled by this estimate. Indeed, only the *initiated* who had been connected with the works, or had taken it upon themselves to go to the office of the Board, and there make out their own estimates, could form any but the most vague idea, what the work had formerly cost; and hence they were bidding entirely at random.

On Section No. 6, the estimate shown to bidders was \$45,977, and while uninitiated bidders, who supposed this estimate was correct, were bidding as high as \$43,800, the initiated, as Mr. Backus, who had been the engineer for several years, and was then, was bidding as low as \$24,900.

The Committee do not wish to be understood as being fixed in their judgments to adhere pertinaciously to the contract system of making repairs; but it seems to them, from what consideration they have been able to give the two modes, that the contract system, if properly guarded, and put into the hands of thoroughly competent engineers, would, on the whole, be preferable to the old mode.

## REPORTED SAVING BY THE CONTRACTS—AVERAGE COST.

In his annual message for 1856, Governor Medill says there has been effected an annual saving, by these lettings, of \$93,172, and in their annual report for the same year, the Board represent an annual saving of over \$450,000 in the term of five years.

These statements are not true, and we proceed to show it. In order to ascertain whether there is any actual saving by the contracts it is necessary *First*, to make accurate estimates of the cost under the old system of repairs; *Second*, to know what the actual cost of the contract system is. This latter point cannot be satisfactorily settled save by trying the contract system, and ascertaining how much is expended for repairs, &c., over and above the amount paid to contractors for work not included in the contracts.

As these two things are necessary to arrive at a proper conclusion, we shall now proceed to give what information we have been able to get on them: and first:

## THE AVERAGE COST.

At the time of the lettings, the Board made out an estimate of the annual average cost of each section. This estimate amounted in the aggregate to \$370,703. Afterwards, to wit: on the 7th day of March the Board made part of a report, containing the proceedings of the Board as shown by their files and minutes, in relation to these lettings. The resolutions calling for this report required, among other things, that the Board should report the average cost of each section, excluding from the account all items not properly chargeable to repairs, but to construction, and which the contractors are not bound under the contracts to do. These reports, heretofore alluded to, in remarks made on section No. 6, show that the average cost of the several sections was in the aggregate largely above the actual average cost. The estimates, as made out at the time of the lettings, approximated correctness on all the sections, except sections Nos. 6 and 7. Section No. 2 was under estimated at the lettings.

But the following table shows all the estimates at a glance; as well those made out and exhibited to bidders at the lettings, as those afterwards made out in answer to Senate resolution; and also the contract price of each section, and the lowest bid on each section shown to be responsible by testimony hereinbefore referred to, and hereinafter submitted.

Number of Section.	Cost per year for 6 years as shown to bidders.	Cost per year for 6 years as reported to Senate.	Contract price per year.	Lowest responsible bid.
No. 1	\$ 32,505	\$ 31,819	\$ 27,500	\$ 21,000
" 2	26,980	29,763	22,980	20,000
" 3	53,438	47,380	37,700	37,700
" 4	9,687	9,714	9,650	7,499
" 5	25,665	25,670	25,000	18,999
" 6*	45,917	29,930	32,000	24,000
" 7	168,689	135,104	118,000	81,000
" 8	7,765	5,715	5,499	3,750
Total.	\$370,703	\$315,098	\$278,329	\$213,948

\* W. Griswold made a minority report on this section to the Senate, showing the average cost to be \$34,878. This minority report is also copied into this report.

This table shows that the Board estimated the annual average cost of the repairs for six years at \$55,605 too high at the time of the lettings. This sum taken out of the reported annual saving of \$93,172 named by Governor Medill reduces it to \$37,567.

We gave a good deal of attention to the items which legitimately enter into the estimate of the average cost with a view to see how many of the Sections were let at a price above the average cost, for six years, but becoming satisfied that the Sections had all been let at a price less than the average cost, except Section No. 6, we did not deem the inquiry of sufficient importance to go into a full statement of details or results. The reports herewith submitted giving the items, as reported by the Board will perhaps be as satisfactory as any we could make, without very materially swelling the size of this report. We are, however, satisfied that the estimates submitted by the Board to the Senate are higher than they should be, and that they include many items which should have been charged to the account of the original construction, and not to repairs, and which are not covered by the contract. The following quotation from the report of the Board, then, consisting of A. P. Miller, James B. Speedman and Wayne Griswold made Jan. 4, 1854, will explain what we mean. In that report, page 45, Legislative Documents, part 1st, 1854, they say:

"A large proportion (of the expenditure of 1833, especially on the Miami and Erie Canal, consists of such re-constructions as might properly be classed under the head of original construction, instead of repairs. When the Miami Extension and the Wabash and Erie Canals were undertaken, the North-western section of the State was so far a wilderness that it was found inexpedient, if not impracticable to construct the locks, aqueducts, culverts, &c., of such durable materials as had been used in the construction of the Miami and Ohio Canals."

In the report of the Board, dated January 2, 1854, it is stated that, "all locks on the Miami Extension Canal North of Lorain Summit are constructed of wood." The reason is thus given by the report: "The expense of obtaining proper materials for constructing these locks of masonry was such that as a matter of economy, wooden locks were adopted, believing they would last several years without re-building, and if it should then be thought advisable to re-build them of stone they could, by means of the canal, be re-built at a much less expense. The same policy was pursued till June, 1843, when the Miami Extension was finished, and the Miami Extension, and the Wabash and Erie Canals were designated, for the sake of convenience, as one entire work, by the name of the Miami and Erie Canal."

"During the last season," (1853,) continues the report of January 2, 1854, "an unusual amount of deferred construction, above alluded to, devolved upon the Board. Whatever may have been the suggestion of economy of our predecessors in 1843, yet now, after ten years of extraordinary development along the line of the canals in question, we have felt it to be decidedly the best economy gradually to substitute locks, &c., of masonry for wooden structures, and as a general rule to relieve the future revenues of the canals, by making permanent, instead of perishable repairs."

In their annual report for 1853, pages 5 and 13, the Board report as paid for new work done during the year on the Miami and Erie Canal, much of it original construction, and stone structures in place of inferior wooden ones, amounting to \$133,885 03.

In the reports for 1854 and 1855, the Board report on the same work, that is, the Miami and Erie Canal, a large number of wooden structures which were replaced in part, or entirely, by stone structures; and, as the Board say in the above extract, they belong more properly to the account of original construction than to

the account for repairs. None of them should have been included in these estimates, as the contractors can not be required to put up a structure of better and more expensive materials than the original was made of. It would have been proper to estimate the cost of all new structures made to replace old ones, when the new is of the same kind as the old, and when the new structure is of other and more expensive materials or workmanship, then the excess of the cost of the improved structure over the old one should not have entered into the estimate; for, if under the contract any such extra work should be done, it must be paid for as extra.

The Committee believe that if all such new structures as are not covered by the contracts on sections six and seven, were deducted from the estimated annual average cost, as made out by the Board, that the result would show very little if any saving effected by the lettings. These extracts sufficiently illustrate what we say as to a probable over-estimate of the average cost, and it would seem highly probable, from these statements, that our opinion is correct. But we have examined the whole subject with a good deal of care, and our inquiries have satisfied us of the truth of this general statement, and those who will be at the pains to examine carefully the items reported by the Board, will see that many of them are such as the contracts do not cover. And as we have shown that the estimates which show a saving of \$93,172 annually are too high, and that, too, by the round sum of \$55,605 annually, which alone reduces the reported annual saving from \$93,172 to \$37,657, let us pursue the inquiry as to what the real apparent saving is, provided we admit that the last estimate of the Board, as made to the Senate, is not too high, which, as before said, we feel assured it is; and the next thing to consider is—

#### THE ACTUAL COST FOR 1856.

But we have not ascertained the relative cost of the contract system, and the old system of repairs, until we have found what the contract system actually costs. By reference to the contracts it will be found that all the *work then under contract* was to be finished by the State; and whatever expense is thus incurred, must be added to the amount paid contractors. We have no means of ascertaining the amount thus paid during the year, but we have the amounts appropriated by the Legislature to pay for work under contract on the 15th November, 1855, in the laws of 1856, page 202-3. The sums so to be used were some how covered up in the appropriation bill, but they may be got out by subtracting the contract price of each section from the amount appropriated for each section; for by seeing the Appropriation Act, it will be found that the sum appropriated for superintendence and repairs on each section, includes the "amount required to complete repairs under contract on 15th November, 1855."

THE FOLLOWING TABLE shows the sum at which each section of the works was let, the sum appropriated for superintendence and repairs, by the act of April 9, 1856, and the excess of the appropriation for each section over the contract price to pay for work under contract, November 15, 1855, but not completed.

Number of Sections.	Price let at per year.	Appropriations for 1856.	Excess of Appropriation over c'ntrct price.
No. 1 -----	\$27,500	\$32,425 43	\$4,925 46
" 2 -----	22,980	23,000 00	120 00
" 3 -----	37,700	39,857 53	2,157 55
" 4 -----	9,650	12,092 76	2,441 24
" 5 -----	25,000	25,322 00	322 00
" 6 -----	32,000	32,150 00	150 00
" 7 -----	118,000	157,648 46	39,648 46
" 8 -----	5,499	5,886 00	387 00
Total....	\$278,329	\$328,383 18	\$50,151 91

Here it will be seen the excess which for the purpose of completing work under contract November 15, 1856, is \$50,151 91. This is not so large as it ought to appear, for by the terms of the contracts the contractors were to take the tools of the State at an appraisement, and the value of them was to be deducted from the contract price, in twelve equal parts, as they drew their monthly pay. We have not ascertained what this sum is, but it is mentioned merely to show that our calculation is a fair one, as it counts this sum, whatever it may be, as nothing in estimating the amount paid in 1856.

Now, the contract price on all the sections, is \$278,329.

If the sum appropriated, as above shown, to complete work under contract but not completed at the close of the fiscal year, was all used, it would add so much to the cost of the repairs of the canals for 1856, which, added to the contract price, would make the repairs cost, for the year 1856, the sum of \$328,471. How much of this \$50,151 was not expended, and which now remains in the treasury, we are unable to say; but as it was appropriated to pay for work "under contract," and as the price of things under contract is generally fixed, it seems likely that it is mostly used. However, so much of it as was still in the treasury at the close of the fiscal year, will be properly deducted from this sum. The annual reports of the Auditor, and the Board of Public Works, will enable every one to settle this question for themselves.

But there is still another item of importance to be taken into the account of expenses for 1856. It consists of sums appropriated by the act of April 10th, 1856, (Laws, pages 220, 221,) to pay ballances due on unsettled accounts for superintendence and repairs, &c., amounting in the aggregate to \$7,872; and also the sum of \$32,935 38, "to pay checks issued since the 15th November, 1855, and ballances for which checks had not been issued on account of repairs done previously to that day." (Page 221.) These two sums amount in the aggregate to \$40,807. Now, if we add to—

The contract price, viz.....	\$278,329
The sums named above.....	50,151
And .....	7,872
And .....	32,935

We have a total of..... \$369,287



as the total cost of the canals in 1856, provided the sums appropriated as above stated have been expended. Whatever balances of these specific appropriations, the Auditor's Report may show as unexpended on the 15th of November, 1856, must of course be deducted from this sum. But we apprehend, as it was all to pay for work done and under contract, and to redeem checks outstanding, that little of it remains undrawn.

We have before shown that the average annual expense for six years was \$55,-605 too high, and that deducting this from the reported annual saving of \$93,172, it reduces it to \$37,567. Now, if we compare the actual annual average cost for six years to the cost of 1856, as before stated, we shall find that there is not only no saving by the contracts in 1856, but an actual loss.

Cost, as above ascertained, for 1856-----	\$369,415
Actual average cost for six years-----	315,098
	<hr/>
Excess of cost in 1856 over average for six years-----	\$54,317

Thus it is seen, that if the sums appropriated, as above stated, were all used in the year 1856, there is an actual loss of \$54,317, instead of a saving of \$93,-172, as reported by Gov. Medill. But if only half of these sums has been used in addition to the amount of the contract prices, then we have one-half of \$83,-086—\$41,543, which still swamps the saving \$37,567, and shows a loss of \$7,912.

We have treated the \$278,329 due for the year to the contractors, as so much money expended. The report of the Auditor may show that this has not all been drawn—and care must be taken to charge the public works for 1856 with the entire sum due to contractors as so much money paid, and then to ascertain the actual cost for the year, add so much as has been expended out of other appropriations.

It may be claimed that the sums appropriated for work done and under contract in 1855, belongs to and should be charged to the account of expenses for 1855. It is a sufficient reply to all this, that the practice has been, without exception, to throw all sums unsettled, and for which checks have not been issued prior to the expiration of the fiscal year, to wit: the 15th November, forward into the account of expenses for the next year. We do not make this statement by way of argument against the contract system. As is elsewhere shown, we regard this as perhaps the least objectionable mode of making repairs. But we desire that the truth should appear; and this shows that the proceedings of the Board, illegal as we conceive them to be, have not the poor palliative of effecting a saving to the State.

But it may be claimed that the expenses of 1856 above the contract prices should be distributed equally to each of the five years for which the contracts are to run. If this be done and we take the sum appropriated as the sum expended, viz: \$83,086, it will amount to \$16,616 annually; which, deducted from the \$37,-567 shown to be saved annually by taking nothing into the account of expenses for 1856, only the contract prices, and allowing the aggregate cost for six years as reported to the Senate to be correct, leaves as the annual saving under the contracts, the sum of \$20,951, instead of \$93,172, making no allowance for repairs to be made outside of the contracts.

#### COMPARATIVE COST AND COLLECTIONS ON THE OHIO CANAL, AND THE MIAMI AND ERIE CANAL, IN 1855.

In their annual Report of the expenses of the Miami and Erie Canal for 1855, (Ex. Doc., Part 1, p. 413, 421, 422,) the following statement is made by the Board:

## EXPENSES—NORTHERN DIVISION.

There has been paid on this Division, by check of James B. Steedman, Acting Commissioner, during the year, ending Nov. 15, 1855—

For Superintendence and Repairs.....	\$31,492 53
New Work.....	7,312 93
Land.....	1,004 78
Incidental Expenses.....	1,479 73
On Awards.....	2,805 16
Total.....	<u>\$44,095 13</u>

## EXPENSES—SOUTHERN AND MIDDLE DIVISION.

There has been paid on the Middle and Southern Divisions of the Miami and Erie Canal, by check of A. P. Miller, Acting Commissioner, on the Auditor of State, for the first quarter, ending February 15, 1855—

On Contracts, and for Superintendence and Repairs.....	\$54,510 79
On Awards.....	1,245 00
For Land.....	450 00
For Wages and Incidental Expenses.....	1,910 54
Total.....	<u>\$58,116 33</u>

By check of James B. Steedman, Acting Commissioner, for the three quarters, ending November, 15, 1855—

On Contracts, and for Superintendence and Repairs.....	\$116,466 29
On Awards.....	90 00
For Incidental Expenses.....	1,652 48
For Land.....	25 00
Total.....	<u>\$118,233 77</u>

Total expenses of the Miami and Erie Canal, for the fiscal year ending November 15, 1855..... \$224,445 90

By reference to the same document, (page 445,) it will be seen that the total sum collected in the same time, including the per centage of collectors, and whatever was retained by them should be added to the account of expense, and deducted from the account of income, was \$230,913 76, leaving an apparent net income on this entire Canal of only \$6,467 90 for the year 1855, and the fees of collectors to be deducted from this, as we are informed and believe, and this sum would, perhaps, not quite pay these fees, so that it appears that nothing was made on this line in that year.

At the close of the fiscal year there was a debt existing, for which checks had not been issued, as shown by the appropriation act, passed April 10, 1856, (Laws, page 221,) of \$32,935 38, including the St. Marys' Feeder and Reservoir, and the Sydney Feeder and Reservoir, there are in this Canal 293 miles, and this shows a cost per mile, reckoning \$224,445 90 as the actual cost of the work for 1855, of \$766 03 per mile.

## COST AND COLLECTIONS ON THE OHIO CANAL FOR 1855.

By reference to the same report above cited, (pages 425 and 429,) it will be found that the expense of the Ohio Canal for 1855, was \$94,804 91.

The collections upon it for the same time were \$197,051 42, (ib. 445,) showing an excess of collections over expenses of \$102,246 51.

There are in this Canal, including the Trenton, Dresden, Granville and Columbus Feeders, 332 miles, and it cost \$285,55 per mile.

Mr. Steedman was the Acting Commissioner on the Miami and Erie, and Mr. Blickensderfer on the Ohio, from Cleveland to the Licking Dam, and W. Griswold from the Dam to the Ohio river, during this year.

To us, and we think to every one at all acquainted with the two Canals, and the character of the country through which each runs, this vast disparity in the relative cost is totally inexplicable on the hypothesis of equal faithfulness and competency.

## COST AND COLLECTIONS ON THE OHIO CANAL—INCLUDING THE WALHONDING CANAL, 25 MILES LONG—FOR 1855.

The superintendence and repairs on the Walhonding Canal for 1855, (ex. doc., part 1, p. 425,) was \$1,167.

The collections on the same for the same time were \$337 20.

The cost of the Ohio Canal, including the Walhonding Canal, was \$95,974 11.

The collections in the same year amounted to \$197,388 68, including those on the Walhonding Canal.

The Ohio Canal, including the Walhonding Canal, is 357 miles long. Now, if we divide the cost of repairs of both, that is \$95,974 11, by the length of both, we have, as the cost per mile of the Ohio Canal, for 1855, the sum of \$268 83 against \$766 03 per mile, for the same year, on the Miami and Erie Canal.

## COST AND COLLECTIONS ON THE HOCKING CANAL FOR 1855.

There was expended on this work \$7,145 18, and collected \$16,289 70; excess of receipts over expenditures \$9,143 90.

This Canal, including the Lancaster Side Cut, is 56 miles long, and cost, per mile, was \$127 60.

## COST FOR SIX YEARS, AS SHOWN TO BIDDERS.

On Sections Nos. 1, 2, and 3, the Ohio Canal and Feeders, including the Walhonding Canal, the annual average cost for six years was \$112,923 on the 357 miles, \$316 31 a mile; while on the 293 miles, in Sections 6 and 7, the Miami and Erie Canal and its Feeders and Reservoirs, the total average annual cost for six years was \$214,606, or \$732 a mile.

## OHIO AND MIAMI AND ERIE CANAL—COST OF EACH UNDER CONTRACTS, IN THE AGGREGATE AND BY THE MILE.

The 357 miles of canal included in the Ohio, and feeders, and the Walhonding, was let at an aggregate of \$88,180, or \$247 a mile; while the Miami and Erie, and its feeders, 293 miles, was let at an aggregate of \$150,000, or \$511 94 a mile. We have sought in vain for a satisfactory solution of this difference, in the character of the two canals.

If Section No. 7 had been let to Cooper, Shaddinger & Co., at their bid of \$81,000 per annum, then for the 293 miles of Canal in it, including feeders, they would have got \$395 a mile, or \$149 a mile higher than the average of the Ohio Canal. Cooper is the contractor on Section No. 3, in which, including feeders, there are

114 miles, for which he gets \$37,700 a year, or \$330 90 a mile; or \$64 30 a mile less than his bid on Section No. 7. Certainly, if the contractors on the Ohio Canal can make a profit, and some of them have told us their profits were reasonable and fair, then could Cooper have done the work on Section No. 7, and had a wide margin for profits, at his bid; and yet this section, by an exercise of discretion, was let to Forrer, Burt & Co., at \$118,000 a year, or \$575 61 a mile; or \$75 39 a mile more than double the cost of the Ohio Canal! If the law contemplated the exercise of such a discretion, by the Board, as would produce such results as these, then was it a very bad law; and if it did not contemplate the exercise of such discretion, then did the Board commit a daring act of usurpation.

In their annual report, for 1849, the Board of Public Works, then consisting of E. S. Hamlin, Samuel Forrer, and Jacob Blickensderfer, Jr., gave the *"average cost of superintendence and repairs, yearly, during three periods of five consecutive years, each beginning with the year 1835, of the Miami and Erie Canal."* It was as follows:

Miami Canal.....	1835 to 1839, \$400 00 per mile.
Miami and Erie Canal, and branches.....	1840 to 1844, 356 00 "
" " " " " ".....	1845 to 1849, 321 00 "

(See Report of Public Works, 1849, Doc. No. 6, 1849, page 533.)

And yet the average cost for six years, including 1849, as ascertained by the Board, and shown to bidders, was \$732 a mile, and it was let for repairs at \$511 94 a mile.

During the three periods of five years each above named, as will be seen by reference to the same document, same page, the Ohio Canal cost,

The Ohio Canal, and Navigable Feeders.....	1835 to 1839, \$511 00 per mile.
" " " " " ".....	1840 to 1844, 349 00 "
" " " " " ".....	1845 to 1849, 322 00 "

And the same work cost, as estimated to show to bidders, \$316 31 a mile, and was let for five years at \$247 a mile.

A new canal is always more expensive than an old one, and we see the expenses of repairs diminishing regularly on the Ohio Canal, but we mark no corresponding diminution of expense on the Miami and Erie Canal.

Who is responsible for all this? We give here a list of the members of the Board, from 1845 to 1856 inclusive, lest those should suffer by this comparison who ought not.

1845, O. Follet, J. Blickensderfer, Samuel Forrer.
1846, do do do
1847, do do do
1848, do do do
1849, E. S. Hamlin, do do
1850, do G. W. Manypenny, do
1851, do do A. P. Miller.
1852, Alex. P. Miller, do James B. Steedman.
1853, do James B. Steedman, Wayne Griswold.
1854, do do do
1855, James B. Steedman, Wayne Griswold, J. Blickensderfer.
1856, J. Blickensderfer, do Alex. G. Conover.

## COST OF MIAMI AND ERIE CANAL FOR 1856.

As hereinbefore shown, the contractors on the Miami and Erie Canal are entitled to \$150,000, for repairs in 1856. The appropriation act of April 9, 1856, shows that there was appropriated, for superintendence and repairs, including the sum required to complete repairs, under contract on the 15th November, 1856, (see laws, p. 203,) the sum of \$189,803, or \$39,803 over the amount of the contract price; and \$15,034 more than the actual average cost of this canal for six years, as ascertained by the Board, and reported to the Senate; or, for this year, \$647 a mile — provided the appropriation is all used.

## COST OF OHIO CANAL IN 1856.

On this work, including Walhonding, the contractors are entitled, under the contracts for 1856, to \$88,186, and if the small appropriations made in 1856 are all expended, then the cost would amount to less than \$250 a mile, or about \$23,000 less than the annual cost for six years preceding the lettings.

But let us compare the cost of the Miami and Erie Canal for the last six years, taking the estimate made out by the Board, (or rather by Mr. Steedman, the Acting Commissioner,) and exhibited to bidders as our starting point, and see how it looks along side of the cost of the same work at other times.

The cost of Section No. 6, a year, for six years, was estimated at.....	\$45,974
“ “ 7, “ “ “ “ “ “ .....	168,689
For each year.....	\$214,660
In five years the cost would be.....	\$1,073,430

By reference to the report of E. S. Hamlin, Samuel Forrer, and J. Blickensderfer, the Board, in 1849, (doc. No. 6 of that year, page 538, report of Board, page 14,) it will be found that they give the cost per mile of this Canal, for the five years from 1845 to 1849, inclusive, at \$231 a mile. There are 293 miles in this Canal, and this would give the cost of this period of five years, \$465,265, or for each year \$93,053, while it is let to contractors at \$150,000 a year, or for five years \$750,000, or \$284,735 more, in five years, under the contracts, than they cost in the five years ending with 1849, counting nothing for a very heavy expense incurred on this line of Canal, in addition to the amount paid contractors for repairs, under the lettings.

THE FOLLOWING TABLE shows the comparative cost of the Ohio Canal, including the Walkonding, in all 357 miles, and the Miami and Erie Canal, 293 miles, for three periods of five years each; giving the annual cost, per mile, of each period, and also the aggregate cost of each Canal for each period, and also the names of the Acting Commissioner; also the cost of each for 1855 and for 1856.

Canal.	Time.	Miles.	Cost per Mile.	Cost a Year.	Cost in 5 years.	Acting Commissioner's Name.
Ohio.....	1845 to 1849	357	322	106,904	534,520	J. Blickensderfer.
Miami & Erie	1845 to 1849	293	321	84,053	420,265	Samuel Forrer.
Ohio.....	1849 to 1854	357	316*	112,932	564,625	G. W. Manypenny. (1)
Miami & Erie	1849 to 1854	293	732*	214,606	1,073,030	A. P. Miller. (2)
Ohio.....	1856 to 1861	357	247*	88,180	444,990	Under contracts. (3)
Miami & Erie	1856 to 1861	293	5 1*	150,000	750,000	" " (3)
Ohio.....	for 1855	357	2 *	95,974	----	J. Blickend'r, & Griswold.
Miami & Erie	for 1855	293	766*	224,445	----	J. B. Steedman.
Ohio.....	for 1856	357	250*	88,186	(4)	Under contracts.
Miami & Erie	for 1856	293	647*	189,203	(4)	" "

These results are all based upon data which we find in the reports made by the Board at different periods. As the cost for five years, from 1845 to 1849, is obtained by multiplying the length of each Canal by the cost per mile, as stated in the Report of the Board for the year 1849, as above cited.

The cost, from 1854, is obtained by taking as the basis of the calculation the average cost of each section, as made out by each Commissioner, to exhibit to bidders. And the cost for five years, from 1856 to 1861, is based upon the amount to be paid to contractors, and a proximate estimate of the amount used in 1856, in addition to that paid contractors for repairs.

In 1850 Mr. Blickensderfer was succeeded by Mr. Manypenny, who took charge of the Ohio Canal, and managed it till the 8th day of March, 1852, when the Board, then consisting of G. W. Manypenny, A. P. Miller and James B. Steedman, divided the Works into three Sections, as the law then required, as follows. See Report for 1852, page 2.

To James B. Steedman was assigned "Division Number One," comprehending the following Works:

The Miami and Erie Canal, from the Indiana State line to Manhattan; the Six Mile Reservoir; the Northern Division of the Ohio Canal from the city of Cleveland to the first lock north of Roscoe; the Walkonding Canal, and the Western Reserve and Maumee Road.

\*(1.) Mr. Blickensderfer served a part of the year 1850—perhaps from Nov. 15, 1849, to April 1, 1850. "This calculation, &c." See (2.)

(2.) Samuel Forrer served in 1850, and till April, 1851. This calculation is based on the reported annual average cost, as estimated by Messrs. Blickensderfer and Griswold on the Ohio, and Mr. Steedman on the M. and E., as shown to bidders.

(3.) Based upon the assumption that the canals cost only what is paid contractors.

(4.) These are proximate estimates, but the M. and E. will be higher than here shown.

To Alexander P. Miller, "Division Number Two," consisting of the Miami and Erie Canal, from the city of Cincinnati to the Junction; the Warren county Canal, Sidney Feeder, Mercer county Reservoir, and Lewistown Reservoir.

To George W. Manypenny, "Division Number Three," consisting of the Middle and Southern Divisions of the Ohio Canal, from the first lock north of Roscoe to the Ohio river; the Hocking Canal, the Muskingum Improvement and National Road.

Up to this time there had been but two Divisions and two Acting Commissioners, the third Commissioner being President of the Board, and non-acting.

This Division continued substantially up to the time that Mr. Miller was succeeded by Mr. Blickensderfer, when the Miami and Erie Canal, from Toledo to Cincinnati, was all put under the charge of Mr. Steedman; and Mr. Blickensderfer took charge of the Ohio Canal to the Licking Dam. Report, 1854—5, Ex. Doc., part 1, p. 416; so that Mr. Miller and Mr. Steedman have, one or the other, or both together, had control of the Miami and Erie Canal, ever since Mr. Forrer was succeeded by Mr. Miller, the first of April, 1851.

The disparity in the cost of the Ohio and the Miami and Erie Canals, is so manifest and so great, that it was impressed upon our minds that the latter must be the most expensive structure to keep in repair; and we inquired how many locks and dams, and aqueducts, and bridges there were in each, concluding that this would explain the difficulty; but it only makes it worse. The history of the building of the Flat Rock Aqueduct, and cleaning out of the St. Mary's Basin, &c., point in the direction of the only explanation which we can conceive for this remarkable difference.

An anecdote is told in the north-west, which will also aid in the explanation. It appears that the genuineness of one of the Agents' partisanism was called in question, and it was replied that he was a true blue, and to prove it, the speaker is represented to have said, "*faith, an' didn't he give me fourteen dollars for filling up a hawl in the tow-path only a foot square?*"

TABLE, showing the number of Miles, the cost per Mile, at the contract price, the number of Locks, Aqueducts, Bridges and Dams in each section; and also, the number of each on the Ohio Canal, and on the Miami and Erie—the Ohio including the Walhonding.

Section	From	To	Miles.	Cost per Mile.	Contract price.	No. Locks.	No. Aqueducts.	No. Culverts.	No Dams.
No. 1	Cleveland to Roscoe.		164	167*	27,500	84	6	(4)	6
" 2	Roscoe to Lockville..		79	290*	22,980	45	2	(4)	6
" 3	Lockville to O. River		114	330*	37,700	45	8	(4)	7
" 4	Hocking Canal.....		56	172*	9,650	--	--	--	--
" 5	Muskingum Improv't..		91	274*	25,000	(3) 11	--	--	11
" 6	Toledo to Ia. S. Line.		88	363*	32,000	33	1	9	2
" 7	Junction to O. River..		205	575*	118,000	73	18	56	6
Ohio	Cleve'd to Portsmouth		357	247*	88,180	174	16	210	19
M & Erie	Toledo to Cincinnati		293	511*	150,000	106	(1) 19	(2) 65	8

\* (1.) 5 of these Aqueducts are 30 feet long and under.

(2.) In addition to the 65, are 100 small box wood culverts.

(3.) Besides guard locks.

(4.) Could not ascertain the number on each section.

This table shows that of hazardous structures, there are many more in the Ohio Canal, than on the Miami and Erie.

When we undertook to compile the foregoing table, we supposed we should be able to find the necessary data with little trouble; but we found it necessary to look through several volumes of reports, picking up one item here, and another there, and also to call upon commissioners and engineers, and after all, we have not been able to get all the items in a shape that we consider accurate beyond doubt; but we are satisfied that the statements are all substantially correct. Steps should be taken to perfect a tabular statement like the above, extending it so as to show the lift of the locks, the length of aqueducts, bridges and dams, and the span of culverts, &c. This sort of information is absolutely necessary, in order to carry out the contract system, and we were no little surprised when we found there was no document in the office, which exhibited the number and character of the structures, considered hazardous, on the different sections. Without this sort of information, there can be no competition in bidding; or at least competition must be confined, as it was at the late lettings, to those who, by being connected with the works, have the necessary knowledge, or who have taken the pains, and incurred the expense, to inform themselves by a personal inspection of the works.

#### COST OF OHIO CANAL, BY DIVISIONS IN 1855.

The following Table exhibits the comparative cost of the Northern and Southern Divisions of the Ohio Canal, including the Walhonding, in 1855, per mile, and in the aggregate, together with the number of Locks, Dams, Culverts and Aqueducts, on each division.

Division	Cost in 1855.	No of Miles.	Cost per Mile.	No. of Locks.	No. of Dams.	No. of Culverts.	No. of Aqueducts.	Name of Commissioner.
Northern.	33 440	197	172	106	7	108	7	J. Blickensderfer.
Southern	57,534	160	359	74	12	94	14	W. Griswold.

These calculations are based on the aggregate cost of these Divisions, as reported by the Board for 1855. (Ex. Doc. part 1, p. 525, 429) The Northern Division extended from Cleveland to the Licking dam, and the Southern Division from the dam to the Ohio River; and the number of locks, dams, culverts and aqueducts, in each is ascertained by taking the number of each, as reported by Dr. Griswold, as being in his division, as correct, and subtracting these numbers from the aggregate number of each on the entire canal, and crediting the remainder to the Northern Division, except where the Committee knew the number in the Northern Division. The northern division includes the Walhonding.

#### FLAT ROCK AQUEDUCT.

Our attention has been called to this structure, and we have taken some depositions which are here given. It was built under the supervision of William J. Jackson, as resident engineer, and James B. Steedman, Acting Commissioner.

In their report for 1855 (Ex. Doc. part 1, 1855, p. 419) the Board say in relation to this work, what we here quote:

"The Aqueduct over Big Flat Rock Creek, the largest and most costly structure on this division of canal, and like the one over Blue Creek, having heavy abutments of cut stone, was completed on the 8th day of May. After the water was let



in, but before any boats had passed through, this structure gave way, and became an entire wreck. The abutments, of the best quality of stone, were laid up in cement. The winter was one of unusual severity, and the masonry had to be laid up during the very coldest weather. This casualty is undoubtedly attributable to the cement being frozen, which destroyed its virtue and rendered it worthless. The immense pressure of the heavy embankment—thirty-five feet high—forced the south wall into the creek, carrying the superstructure down with it. Upon examination, it was found necessary, to not only remove the superstructure and fallen abutment, but to take down twenty feet in height of the north abutment, which was drawn over at the top by the falling of the trunk. The south abutment had to be rebuilt from the foundation, and twenty feet put on the north abutment. The superstructure was rendered worthless, and was burned up, as the cheapest way to get rid of it. The removal of the fallen materials cost as much as they were worth. In repairing this work, more than three thousand cubic yards of stone, and thirty thousand yards of earth, were handled. The superstructure is entirely new, and the timber was all taken out of the woods, and the plank sawed while the walls were being laid up. The new structure was built and navigation resumed in forty-five days. It is believed to be well constructed, of the most durable materials, and permanently secured. It cost about thirty-one thousand dollars.

"The boatmen and forwarders were clamorous for a temporary structure by which navigation would be hastened; but the Board believed the best interests of the State required the erection of a permanent one, and acted accordingly. They have now no doubt of the correctness of their action, and believe it is generally conceded, even by those who, at first, differed from them."

The depositions of Silas W. Logan, and A. Huff, Nos. 41, 42, 43, and John G. Isham, No 44, will show that "this casualty," the falling of this structure, after it had been rebuilt at a very heavy expense, and before a single boat had passed it—"is undoubtedly attributable" to gross negligence or fraud in the contractor, and those whose business it was to oversee them. The above paragraph from the report of the Board, gives a glowing description of the rebuilding of this structure after it fell down. The testimony of Silas W. Logan (dep. 43) shows how it came that the building of an aqueduct 60 feet long, cost \$31,000. It was by keeping a horde of bosses and supernumeraries about the work. The testimony of Mr. Logan puts these matters in a very startling light. The strongest comments we can make would not do the subject justice; they would dilute the testimony, and we close our remarks upon it by referring to the testimony of Logan and Huff, Nos. 41, 42, 43. This testimony shows that the contractors defrauded the State in a most shameful manner; and that in rebuilding the work the management was outrageously bad, and grossly fraudulent with all.

### BLUE CREEK AQUEDUCT.

"The Blue Creek Aqueduct, with heavy cut stone abutments, is also a substantial and permanent structure. After the completion of this Aqueduct, much difficulty was experienced, and a heavy expense incurred, in keeping up the embankments at the ends of the trunk of the Aqueduct. When the water was let in, the banks commenced settling and sliding, and continued to slide for two months, requiring the employment of a large force day and night, for six weeks. The difficulty was overcome, however, and the banks are now hard and permanent."

The above extract in relation to this work is from the report of the Board for 1855—Ex. Doc. part 1, page 418, 419.

The testimony of S. W. Logan (No. 43) shows very plainly that all this trouble resulted from the defective manner in which the work was done. The dirt was

filled in on ice, and old timber, and old barrels were thrown in, and the stone abutments were so uneven next to the embankment, that the dirt could not be packed properly, and hence the water leaked through it, and caused trouble and expense.

### PAYMENT TO JAMES B. STEEDMAN FOR STONE.

In February 1855, there was \$500 paid to J. B. Steedman for stone. These stone we find, were taken out of the bed of the canal, on a farm owned at the time of the construction of the canal, by R. A. Forsythe, and since given by him to his son, H. H. Forsythe, and by him sold to James B. Steedman.

Mr. R. A. Forsythe says in his deposition (No. 35) that he was the owner of the "Roche de Beuf" farm at the time of the construction of the canal, and that he was allowed \$1,000 by the State for stone taken out of the canal on his farm, and for timber taken and destroyed on other lands owned by him. The payment was made to him before the farm was sold to Steedman, and was regarded by him as payment in full for *all the stone taken out of the canal by the State.*

We have made a thorough search for the award in this case, but have not been able to find the book containing the awards on this line of canal. The award was made about 1843 or '44, and we have no doubt with a view to the following statute, which was then, and is now, in force :

"To amend an act entitled an act to organize a Board of Public Works. [Passed and took effect March 29, 1837. 35 vol. Stat. 104. Swan 769, 770.]

SEC. 4. The Board of Public Works shall have the right to take and use any stone, rock, gravel, or other materials, excavated from any canal or feeder, the construction of which is committed to their care, whenever the same may, in their opinion, or in the opinion of any engineer, or any agent, be necessary to be used in the construction or protection of any such canal or feeder, or of any work appertaining thereto; and it shall be unlawful for any person to take, carry away, or use any stone, rock, gravel or other material, so excavated from a canal or feeder, without having first procured the assent, in writing, of the acting commissioner of said Board, or the engineer having charge of said canal or feeder.

SEC. 5. The Board of Public Works, and each acting commissioner of said Board, shall be authorized to commence and maintain, in the name of the State, suits for all violations of any law or laws relating to the public works of the State, for all damages done to any of said works, and for the injury or taking of any property of the State, appertaining to any of said works."

And if the award was made, and the money paid for the stone, it is almost certain that it was also to pay for the use of the land covered by the stone. It was a stone entirely useless, except for protecting embankments, and the State had been boating it along the line of the canal, to protect the embankment, which, for many miles, is washed by the Maumee River. We regret our inability to find the award book, as it would doubtless throw some light on this transaction, as to the rights of the State and Mr. Steedman.

There is, however, very little doubt that this \$500 was paid to Mr. Steedman for stone which did not belong to him, but which the State had long before bought of R. A. Forsythe, and paid for; and it should be further inquired into, and the money recovered, if it can be, of which we apprehend there is very little doubt.

The State has paid more damage on this "Roche de Beuf" farm than would pay for it twice. There are, if we are rightly informed, about 180 acres in it, and besides the \$1,000 paid to R. A. Forsythe, (all of which we are aware was not to pay damage on this farm,) there were \$7,600 paid for damages to water power connected with it, and, notwithstanding it has been so much damaged, the farm is still left, as the fellows little cow was, from which he took, at a single milking, seven

large pails of milk ; and it is considered almost as good as any other farm on the river, in its neighborhood. Mr. Steedman bought it for \$2,800, and received \$2,200 of the award for damage to the water power, and the \$500 received from the State, leaves him only \$100 out of pocket for the farm ; and besides the stone sold to the State, we were informed that he sold several boat loads to a railroad company, who wanted them to protect an embankment.

We know it has been claimed, that no compensation had been made to the owner, for the occupation of the land by the stone. We feel confident that the award book, if found, will show a different state of facts—for it is not reasonable to suppose that the State would pay a large sum for stone, which it must, from the very necessities of the case, take years to remove, for the State used them only as they appeared to be needed, at different points, to protect embankments, without securing the right to occupy the land until the stone were removed. This view is the more probable, from the fact that this stone was worthless to the owner of the land, until since the building of a railroad has made a demand for small quantities of it.

The following is Mr. Steedman's receipt for this \$500 :

FEBRUARY 9th, 1852.

Received of Alex. P. Miller, acting commissioner, by the hands of John G. Isham, superintendent of repairs on the eastern div. M. & E. canal, five hundred dollars, for 2000 perches of (25 cu. feet ea.) protection stone deposited on my farm, and purchased by order of acting commissioner, at 25 cts. per perch.  
\$500.

(Signed) JAMES B. STEEDMAN.

This receipt is dated Feb. 9, 1852, and Mr. Steedman went into office on the 15th of the same month, and took charge of this canal.

It is not our intention, in any of the foregoing remarks, to discredit the testimony of R. A. Forsythe. We have not a particle of doubt but that he stated the facts just as he recollected them. He can have no interest in doing otherwise.

A. L. Backus, who was the Resident Engineer in charge of the canal upon which this stone was used, when he received a dispatch from A. P. Miller, in relation to this stone, replied, saying he was not aware that James B. Steedman owned any stone, and he was well acquainted with this "Roche de Beuf" farm, and the stone pile on it. His answer to Mr. Miller, in relation to the stone, we found on file in the office of the Board of Public Works, and we subjoin an extract :

MAUMEE CITY, Feb. 3, 1852.

COL. A. P. MILLER—*Dear Sir* : I received a telegraphic dispatch from you this afternoon, "wishing to know whether we had use for 2,000 perches of the stone belonging to J. B. Steedman, and if so send me a certificate at 25 cts. per perch."

If the name had been S. H. Steedman, instead of J. B. Steedman, I could have understood your enquiry at once. I am not aware that Jas. B. Steedman owns any stone, therefore I concluded that there must be some mistake about the dispatch. I shall, therefore, await further instructions, and "light on the subject."

(Signed) A. L. BACKUS.

This is all the "light" we are able to throw on this transaction.

#### ST. MARY'S BASIN.

In the winter of 1851-52, William Sawyer & Co. took a contract to clean out the St. Mary's Basin, and our attention was called to an alleged over-estimate of the work, and we called on John W. Erwin, the Resident Engineer on the Miami

and Erie Canal South of, and including this basin, and he says he saw the basin, and the dirt which came out of it, and also that his superintendent, Lambert, gave him the dimensions of it, and he estimated the amount of dirt taken out at 1,350 cubic yards, allowing that one foot of dirt was taken out over the whole area of the basin. He also testified that he saw the bid of Sawyer & Co., and that they were to have not less than 20. nor more than 22 cents per cubic yard. Taking the highest price named by Mr. Erwin, as the true one, this 1,350 yards would come to less than \$300.

On the 19th February, Mr. Sawyer wrote a letter to the Board, which letter we found on file in the office of the Board, from which the following is an extract:

ST. MARYS, Feb. 19, 1852.

DEAR COL.: Inclosed I send you a certificate for \$1,153 68 for work done on the canal this winter. I have had a hard and a dirty job.

A. P. MILLER, B. P. W.

(Signed)

WM. SAWYER.

By reference to the check book, we find that on March 2, 1852, a check was issued to W. Sawyer & Co., for cleaning out St. Mary's Basin, \$1,153 68; so that if we take Mr. Erwin's estimates as correct (No. 39), Sawyer & Co. got at least \$800 more for this work than they were entitled to. It is a matter worthy of consideration, whether the money drawn from the treasury on the false, and, without doubt, fraudulent estimate of Wallace, shall be suffered to remain in the hands of Sawyer & Co., without an effort to recover it.

It is due to the acting commissioner, A. P. Miller, to say that he discharged Wallace, after he was detected in these feauds. He had, however, been in office about a year before he was dismissed.

#### MANNER OF BIDDING.

By reference to the depositions of S. M. Young, and Thomas Miller, No. 15 and 16, it will be found that the same company put in several bids. S. M. Young, put in four on Section No. 6, in different names; and the contractors for deepening and widening the Lancaster side cut, put in four bids, one in the name of each member of the firm. This mode of bidding, under the system of allowing bidders to withdraw, is very objectionable, and ought to be prevented in future biddings. Its designs are bad, and its effects unfair to other bidders, and it is a premeditated wrong upon the State. Say that A, B, C, D, represent the company bidding on the side cut. They put in bids in the names of A, B, C & D, ranging from the lowest figure at which they think they can do the work, up to any price they may think fit to name. When the bids are opened, they then withdraw all that are below any other bidder, save the one next below the lowest bid put in by any other person. But it is not necessary to say more about it. A very simple remedy for it all, would be to do as Mr. Blickensderfer desired in the case of the bids for repairs; that is to make each bidder disclose all names of persons interested, or to be interested in the bids. This should, perhaps, be done by affidavit accompanying the bid. If this were done, and the practice of allowing bids to be withdrawn prohibited, it would prevent it generally or always.

#### WITHDRAWING BIDS.

The practice of allowing bids to be withdrawn, is certainly pernicious. No doubt if this had not been allowed, Section No. 6, would have been taken by John C. Allen & Co., (Mr. Allen, we believe, was not personally knowing to this matter,) at \$24,000 per annum; for Young says in his deposition, that he had determined

to have it any how, or words to that import, and though he modified this point somewhat on a subsequent examination, we are still forced to believe that he would have taken it as the \$24,000. Section No. 8, would undoubtedly have been taken by O. White, he says in his deposition his bid was high enough at \$3,730.

The practice of allowing bids to be withdrawn is an "exercise of discretion," that it seem to us, was not contemplated by the law. In the case of Young, the bids were all written by him, and though he says he disguised his hand in two of them, yet that they were all written by the same hand is so manifest, on inspection, that it appears strange that the Board were deceived, especially as its President was the neighbor of Mr. Young, and most probably knew his hand writing. At any rate he had reason to know that Young & Co., put in a bid, and the fact that there was four bids all in the same hand writing, should have led to inquiry before any were allowed to be withdrawn.

On the side cut, William Hughes put in a bid, which, he says, was not put in in good faith, but to make money by a withdrawal. He understood perfectly, that bidding amounted to nothing, under the usages of the Board, and he saw a chance for a little sharp practicer, and he pitched in just as a whole-souled Irishman would, and he made it win to the extent of \$300. (See his deposition.)

### BUYING OFF BIDDERS.

It has already been stated that the contractors on No. 6 and 8, bought off bidders. This Hughes bid on the side cut, though not made in good faith, was bought of for \$300, by the company that did the work. The law should be so changed as to break up this kind of sham bidding. An effectual remedy would be to require a bond for the performance of the work to accompany the bid, coupled with the condition that if the bidder withdrew, he should pay the difference between his bid, and that of the next lowest, who was willing to take it. Or if the practice of permitting the withdrawal of bids was discontinued, and the bond for the performance put in with the bid, and the acceptance of the bid closing the contract, it would be all that is required. This is said merely by way of suggestion. There may be better ways of reaching the same end. But something should be done to secure the State against this kind of wrongs.

### ENGINEERS BIDDING.

As hereinbefore stated, three of the engineers in the employment of the Board, to wit: Saml. G. Foster, Lewis W. Sifford, and Abener L. Backus, were interested in bids. But as explained by Mr. Foster, he had written a resignation, and handed it to Mr. Griswold, and it appears Mr. Sifford intended to resign if his company got contracts enough to justify it, and it is only fair to suppose Mr. Backus would have done the same if his firm had got a contract. It is manifestly improper for "an agent to take upon himself an incompatible duty. He should have no adverse employment. (Kent 2, 790.) It is scarcely necessary to suggest that this should be prohibited in future.

It hardly need be suggested that the law should be so framed as to put an effectual stop to engineers or other officers connected with the Work's bidding. The law is now silent on this point.

### REDUCTION OF TOLLS.

The tolls of Joram Petree, on his line of packets, from Toledo to the State line, were reduced under such circumstances as to cast suspicion on Mr. Steedman. It was alleged that Mr. Petree paid money to secure the reduction. We addressed a letter to Mr. Petree on the subject, at Little Falls, N. Y., but received no answer.

We were referred to others for information, and their testimony did not show that any money had passed into Mr. Steedman's hands, either directly or indirectly, or that any money had been used to influence his decision in regard to the reduction of Petree's tolls.

#### LOCK NO. 31—SOUTH OF LICKING SUMMIT.

This is a new lock, built under the charge of Mr. Griswold, as Acting Commissioner, and S. W. Sifford, resident engineer. It was thought it cost too much money to have been fairly conducted. W. Hughs was the contractor. We examined Mr. Sifford and Mr. Hughes, under oath, in relation to it, and conversed freely with others, and there was nothing elicited to give color to the charge of unfairness or unfaithfulness on the part of Mr. Griswold or Mr. Sifford.

The lock cost about \$20,000, which is a large sum, but the lock is a most substantial structure; and, to add to its cost, it rained a great deal during its construction, and it became frightfully sickly. The navigation was suspended at that point, and the State had drays employed to haul the freight around the lock; and this consideration made it necessary to push on the work, even at an increased cost..

#### LANCASTER SIDE-CUT.

A very considerable proportion of the work done by the contractors, for deepening and widening the Lancaster Side-Cut, was work which the contractors for repairing Section No. 4 should have done. There should have been an accurate survey and estimate of the work which this contractor was bound to do under his contract, and he should have been compelled to do it before the contractors for deepening and widening began their work. These remarks are not intended to prejudice in any way the interests of the contractors for deepening and widening. Certainly it was no fault of theirs if they were compelled by the officers having charge of the work to take out large quantities of the worst mud and repair the worst places on the whole of Section 4.

There was here a very manifest error, and it is for you to see if it can be remedied.

#### CLAIM OF LINE, CLARK & BROSIER.

The above named firm have been pressing a claim for a balance which they say is due them on contract for graveling the tow-path.

Michael Wallace, who is so unfavorably spoken of in relation to his measurement of the St. Mary's Basin, made the estimates, and we are assured by Mr. Backus, resident engineer for some years on the Northern Division of the Miami and Erie Canal, and whose term of office expired in February, 1856, that the estimates of this gravel, made out by Wallace, are erroneous, and, that instead of the State's owing them, they owe the State. We did not take any testimony in relation to this claim, but we have learned enough about it to satisfy us that it should be subjected to a very close scrutiny.

In a letter, dated at Maumee City, February 2, 1853, Mr. Backus thus speaks of this claim:

"COL. A. P. MILLER:—I send you herewith a long and detailed statement of the condition of Line, Clark & Brosier's contract, and ask for it a careful perusal, that you may have still another evidence of the outrageous and inexcusable negligence of Wallace, in not detecting the fraud perpetrated upon the State in two ways; one by the awful loads carried, (in boats,) and the other in double entry."

We append the substance of a statement made by Mr. Backus, which we found on file in the office of the Board.

STATEMENT OF LINE, CLARK & BROSIER, contract for furnishing Gravel to the Miami and Erie Canal :

R. Griffith's	first measurement,	1,313.10	cubic yards,	@ 72c	per yd	\$ 945 43
"	second	"	1,444.41	"	"	1,039 98
L.S. Bradford's	first	"	5,121.09	"	"	3,687 18
C.C. Marshall's	first	"	4,390.65	"	"	3,161 27
"	second	"	733.12	"	"	528 35
Total.....						\$9,362 21

CERTIFICATES ISSUED.

Certificates issued by M. Wallace.....	\$7,078 36
" " " A. L. Backus.....	2,908 68
To railroad and fixtures.....	500 00
Total.....	\$10,487 04
Overpaid (and due State).....	\$1,124 00

In another letter to A. P. Miller, dated Maumee City, Dec. 18, 1852, Mr. Backus thus speaks of this same claim :

"Although by my estimates I make a saving to the State of \$1,530 93, yet there is due from the contractors, to the State, \$1,124 83, showing an over-issue of certificates by Wallace of \$2,655 76."

This claim should never be allowed, nor money appropriated to pay it, without a thorough sifting.

CLAIM OF WARD, GORDON & BLAIR.

This is a claim which the above named company are pressing to a decision, growing out of contracts on their part, to re-build some wooden Locks. Wallace, the engineer named in connection with the St. Marys Basin, and the claim Line, Clark & Brosier, made the estimates, and there appears to be good reason to suspect fraud, and the whole matter should be searched to the bottom before a dollar is appropriated to pay it.

In a letter to A. P. Miller, from Maumee City, Dec. 18, 1852, by Mr. Backus, he thus speaks in relation to this claim :

"Aside from Mr. Jackson, no one can know better than yourself, that the estimates were most universally liberal and generous, and indeed extravagant ; for of necessity we were compelled to adopt Wallace's estimates, for some of the items beyond our knowledge, and God knows they were of a character of extravagance only known to that corrupt and unfaithful public officer."

SUPERINTENDENT'S ACCOUNTS.

Some complaints were made against Superintendents of Repairs, and some of the committee examined carefully, and in detail, several superintendent's accounts, as they appear in the office of the Board. Those which were examined with most care, were John Laughhead, Vance P. Bonham, James Moore, J. C. Springer, on the Ohio Canal, and Patrick Branan on the Muskingum. They all were found correct. There were charges of a somewhat serious nature, made against William Hughes, and some others, but we found on inquiry and investigation, that if any thing had been done which was wrong, it had been by hiring hands and taking receipts from them for more work than they had done, and though this was charged, we were not able to find any evidence to support the charge.

We did not deem it a matter promising much good to the State, to inquire into the abuses of a system which had been entirely swept away by the contract system, unless that system was to be returned to, and this we did not presume, for as elsewhere stated more at length, we think the contract system, on the whole, if properly guarded, the most economical, and least liable to abuse, and hence ought to be adhered to.

### WARREN COUNTY CANAL.

This is a matter in which the people along its line feel a deep interest, and there is a very general desire that something should be done by the State, to settle the rights of parties definitely. By reference to the report of the Board, of last year, it will be found that it has been sold to John A. Corwin and R. H. Hendrickson, under an act passed April 29, 1854. By the terms of the proviso to the first section of that act, it seems the State required "that by such sale, transfer or release, the State shall not incur any debt or liability for damage, in any way whatever." The object of this proviso, evidently, was to secure indemnity from the purchasers, against "existing claims" for damages, which the Board say in the report just cited, amount to over \$30,000.

In the bid of Corwin & Hendrickson, they propose to indemnify the State against the payment of these claims, by a mortgage on the property purchased. This would be very poor indemnity, at best. We refer to this subject, merely to call it to the attention of the Legislature. If the State is not indemnified against these claims for damages, then it has received no benefit from the sale, and unless it can be discharged from these liabilities, it misses its only object, in making the sale. We express no opinion as to the present validity of the contract, but suggest that it should be inquired into, and that if the contract is not binding, or if Corwin & Hendrickson will reconvey it to the State, that the State make some arrangement about it which will relieve it from liability, and at the same time settle the rights of all the parties interested.

It would have been wise to require releases of all claims for damages against the State, as a condition precedent to the transfer, and if the State again takes the control of it, this should be seen to, before it is again surrendered.

### WATER RENTS.

There is an evident want of efficiency in the collection of the water rents. We have not examined the facts and the law with sufficient care to be able to say in what particulars the law needs amendment, nor who are justly chargeable with delinquency in this matter; and we mention it merely for the purpose of calling the attention of the Legislature to the subject. It is a matter of importance and should receive prompt attention.

### THE NATIONAL ROAD.

#### MODIFICATION OF LEASE.

Under authority of a statute passed May 1 1854, the Board of Public Works leased the National road to Samuel G. Foster, Samuel Doyle and Joseph Cooper for the term of ten years from the first day of June, 1854, for the sum of \$6105 per year, to be paid in semi-annual payments. (See Ex. Doc. part 1, 1855, p. 622.) About the 29th day of December, 1855, the Lessees petitioned the Board to modify the lease, alleging as their ground of claim that "before and at the time" of their taking said lease a "toll sheet," purporting to contain a tabular statement of the tolls chargeable on said road, and that all coaches, (without stating any exception of those carrying the mail,) were chargeable with toll, and that they believing that



all coaches were so chargeable, and having been misled by said toll sheet, have agreed to give more than they would have otherwise done. And they represent that they never knew that mail coaches were exempt from tolls till after the lease was made; and in view of the facts set forth they pray for an equitable modification of said contract. (Ib. 624.)

It appears that the petitioners consulted able counsel, whose opinions in writing were submitted to the Board. It also seems that some of the Board had consulted the Attorney General, (M<sup>c</sup>Cook,) and also (Kimbal) the late Attorney General," about the proposed modification, and that both agreed in the opinion that the Board had no power over the case. Their opinions were given verbally. Notwithstanding both Attorneys General agreed in the opinion that the Board had no power, (Ex. Doc., part 1, 1855, p. 621,) yet on the 15th February, 1856, the following entry was made upon the minutes of the Board, record 5, p. 521 :

#### MODIFICATION OF LEASE OF THE NATIONAL ROAD.

In the matter of the application of Cooper, Doyle & Foster to have their lease of the NATIONAL ROAD modified, Mr. Steedman offered the following for adoption :

"Ordered, That the contract of lease between the State of Ohio and Cooper, Doyle & Foster for the National Road, be and the same is hereby modified, so as to allow the said Cooper, Doyle & Foster, an amount equal to the tolls which they would be entitled to receive on coaches and other vehicles carrying the mail on the National Road, but for the exemption of such coaches and vehicles from the payment of tolls under the compact between the State of Ohio and the United States, and that the amount so to be allowed shall be ascertained by the Board of Public Works, and certified to the Auditor of State, and be applied in part payment of the rent of said road, payable by said Cooper, Doyle & Foster, to the State of Ohio, by the term of said lease. *Provided*, That the said Cooper, Doyle & Foster shall renew their securities to the State to the satisfaction of the Board of Public Works."

The question being taken, it was decided as follows : YEAS—Griswold and Steedman; NAYS—Blickensderfer.

Nothing has subsequently been done by the Board to ascertain the amount of deduction to be made, so that, practically, the modification has not yet taken effect, and can not without some further action of the Board.

We shall not touch the equity of the case, as made out in the petition of the lessees. But we wish to call attention to the question of the power of the Board to make such a modification. It looks to us very like an "exercise of discretion" not "contemplated by the law."

The Board were empowered by the Legislature to lease the National Road. They did as they only could do. They let it according to law. What power had they over it after they had leased it? Had they not exhausted their power? What statute authorized them to exercise judicial functions, and sitting as a court of equity, to make an equitable modification of this contract on an *ex parte* hearing? Could they do it without statutory authority? Would it do to presume that they had equity jurisdiction in the face of the historical fact that such jurisdiction has always been confined to another tribunal? This jurisdiction having been confined to the courts exclusively, the presumption is conclusive that no other officers or boards of officers can, without express authority, take jurisdiction of equitable cases. If they may, where is the limit of their power in this regard? There is no limit but their own unlimited discretion. If they may modify a contract in an equitable case, they must also be the judges as to whether cases are equitable; and certainly all the intricate questions of equity, jurisdiction and procedure are much safer with the judiciary than with the Board of Public Works.

As a precedent, this action of the Board is highly important. If their action be

acquiesced in, it may be only the opening wedge to other assumptions of power, if it be an assumption of power, and it may lead on to other more serious modifications of contracts, until the power to modify contracts shall lead to the very abuse which it was the intention of Section 29, Art. II. of the Constitution to prevent. The Constitution says, "No extra compensation shall be made to any officer, public agent, or contractor, after the service shall have been rendered, *or the contract entered into*, \* \* \* \* unless such compensation or claim be allowed by two-thirds of the members elected to each branch of the General Assembly." To deduct from the amount due under the contract of lease on the National Road operates exactly as an "extra compensation" to a "contractor," and is certainly within the mischief contemplated, and which was to be remedied by the Constitution.

If these contractors have a good equitable case, one on which a court could grant relief, the courts are open to them, and if it be not such a case as a court can relieve, then the Legislature, if it be a really meritorious case, one it should grant relief in, would be likely to do it on a proper presentation of the facts.

### CHARGES OF CORRUPTION AGAINST THE MEMBERS OF THE BOARD.

We have taken no testimony that discloses a positively fraudulent intention on the part of the members of the Board, except some acts of Mr. Steedman, at the re-building of the Flatrock aqueduct; and these in our opinion, are so palpably fraudulent that we cannot feel justified in omitting to call special attention to them. Silas W. Logan, testifies that a large number of men were kept in the pay of the State, who were idle for the larger portion of the time they were engaged in re-building that aqueduct; and that it was done under the eye of Mr. Steedman; some of them drunk and unfit for business a large portion of the time, under his eyes, and yet receiving pay for all the time. Mr. Logan also testifies that he was required to employ a man named Stubet, after he had dismissed him because he was worthless as a hand, and after he had told Mr. Steedman that Stubet was worthless; and he was accordingly employed and paid for the whole time. The testimony is pointed and positive as to these acts, and we deem what we have said all that is necessary. (See No. 43.)

### CONDITION OF CANALS.

Much complaint has been made of the condition of some portions of the canals. These complaints were chiefly confined to the Muskingum Improvement, the Hocking Canal, the south end of the Ohio Canal, and the Miami and Erie Canal, from the junction of the Ohio River. In some places the canal has been suffered to fill up, and the water has been raised in the levels, in some places to the very brink of the embankments, and a little rooting by a hog would in places start a breach. We saw the water overrunning the embankments in one place. This was, however, caused in part, by the canal's filling up with grass; an evil which has become one of great magnitude of late years.

As a general rule we have found the least complaint on those portions of the work which we have found by an examination of the reports to have cost the least. But as we suppose the Board will inform you at length as to the condition of the works, we will add nothing more on this topic, only that it will require a very energetic administration of the Public Works to prevent portions of them from falling into ruin.

## RIGHT OF ACTION OF THE CONTRACTORS.

As is elsewhere shown there is no right of action against the State. It would perhaps be no more than right that the Legislature should give the parties having these contracts who have acted in good faith, a right of action in case these contracts should be disaffirmed, this will give them all the rights as against the State which they could claim as against individuals.

## CONCLUSION.

We have now said all we intend to say in relation to the matters of investigation which have been before us. The results of our labors are before you. They may be meager, and of no great value to the State. It is not for us to estimate them. But we do know that our labors have been difficult, discouraging and arduous, and we have felt that our responsibilities were many and weighty. If we have felt like shrinking from the discharge of its duties from a consciousness of our inability to meet, properly the requirements of the post, we have been encouraged, out of respect for the judgments of those who appointed us to hope that, we might be mistaken, and we have gone on, doing to the best of our ability, what we considered right, and however we may have failed to fulfill your expectations, we are at least conscious of good endeavors.

Our constant aim has been to do nothing that did not promise to be useful to the State. An inquiry into the past management of the Public Works can only be useful to correct those errors which may not have been so far consummated but that they admit of at least a partial remedy; or for the purpose of drawing lessons from the stores of experience in guiding our action in relation to them in the future.

Many matters have been suggested to us which have received no attention, further than to satisfy us that the State was to receive no benefit from their investigation. We have not felt it our duty to tear the scabs from sores which were so nearly healed that they had quit hurting, and are forgotten. For this we may be faulted, for there are those who would have been pleased to engage us in such jobs.

Again we have constantly aimed to avoid using our very ample powers to put private persons into positions before the public which were embarrassing or painful to them, when the public good did not seem to demand it. And this will explain why many things do not appear in the testimony, which many may expect to find there. Sometimes persons told us part of a transaction, which appeared suspicious, and when we had searched to the bottom, and found it was no way connected with the doings of the Board of Public Works, on their agents, but was a matter of such a character as would subject the individual to annoying criticism, we have uniformly omitted the whole of it.

The testimony herein contained, as to the conduct of the Board in regard to these lettings, is nearly all that of the personal and political friends of Mr. Steedman, the Commissioner most censured in the transaction. We thought his friends much more likely to know how he had acted, whether fraudulently or not, than his enemies, and we sought their testimony to the exclusion of others, being determined not to seek or to be satisfied with anything short of the best evidence within our reach. If any member of the Board had done any fraudulent act, had received a bribe, or anything of that sort, some one must know it beside the Commissioner, and we have never failed to go to those on whom public rumor concentrated as the person most likely to know all about it, and examine them.

We have not, if we have understood ourselves, *desired* to convict any one of speculation or fraud. We have not been able to see the good that was to grow out of a course which would tend to increase suspicion or inflame prejudice. It can certainly do the commonwealth no good to sap the foundations of public confidence, by making the people believe their agents are worse than they really are, and have

been guilty of high crimes and deep corruptions, when milder words will describe their conduct. Groundless charges of corruption must necessarily tend to the demoralization of public sentiment. When censurers are indiscriminate they lose their power to restrain official misconduct, and often deter men the most truly trustworthy, from accepting any public position. Laxness should not be encouraged by a want of scrutiny, yet men should not be deterred from accepting office by unjust assaults upon official conduct, for the people that tolerates this will not long find just and capable men willing to serve them.

While we have not intentionally done any thing, nor omitted to do any thing to shield a culprit, or to smoothe over acts which we have deemed illegal, yet we have tried not to give unnecessary alarm to the people, or to do injustice to those whose conduct has been the subject of investigation, by exaggerating into flagrant crimes the various acts which we condemn in plain words as unlawful. We have aimed to get out the facts as they exist, in order that the General Assembly and the people may approve or censure with that just discrimination which is due to truth and to each individual whose conduct is examined.

If we have extended our argument so that it may appear tedious, our only excuse is that we thought the importance of the subject demanded that we should not say less. As a precedent, the action of the Legislature, with regard to these contracts, becomes of the most significant importance. If these contracts be affirmed by the Legislature, it will look very much like throwing down the reins of Government and saying to the agents of the State—*drive where you will, the Legislature will tax the people to foot the bills*. If they be disowned, it is to be hoped that it will serve as an admonition to the agents of the State, in future, and those who deal with them, which can hardly fail to produce beneficial results.

All of which is respectfully submitted,

C. S. HAMILTON,  
PAUL WEATHERBEE,  
JOHN A. BLAIR.

COLUMBUS, January 8, 1857.

# COMMUNICATION

FROM THE

## BOARD OF PUBLIC WORKS,

IN ANSWER TO THE RESOLUTION OF THE SENATE RELATIVE TO THE  
PUBLIC WORKS OF THE STATE.

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OFFICE OF THE BOARD OF PUBLIC WORKS,  
Columbus, Ohio, March 29, 1856.

Hon. THOS. H. FORD, *President of the Senate* :

SIR—In answer to the resolution of the Senate, requiring the Board of Public Works “to furnish to the Senate, forthwith, a full and detailed statement of the items of the price or cost of keeping the Public Works of the State in repair, for the six years next preceding the 15th day of November, A. D., 1854, excluding all items of expenditures not appertaining to repairs, and such as the present contractors are not bound by their contracts to perform; and that they give separately the price or cost of each section, as divided and numbered for the recent letting; and that the statements of each section be furnished separately as fast as the same shall be respectively completed,”—the Board herewith transmit statements of the items of expenditure on Sections Four, (4) Five, (5) and Six, (6) as required by said resolution.

By order of the Board.

J. BLICKENS DERFER, Jr.,  
*President B'd of Pub. Works.*

## SECTION NO. 4—HOCKING CANAL.

Expenditures from the 15th of November, 1848, to the 15th of November, 1854.

<i>For the year ending Nov. 15th, 1849.</i>			
1848.			
Dec. 7,	D. W. Crook-----	Superintendence and Repairs	\$300 00
1849.			
Feb. 17,	D. W. Crook-----	do do	1,200 00
Feb. 21,	Joshua Clark-----	do do	1,100 00
April 28,	D. W. Crook-----	do do	700 00
" "	J. Clark-----	do do	600 00
May 15,	do-----	do do	450 00
" "	D. W. Crook-----	do do	850 00
July 16,	J. Clark-----	do do	400 00
" 19,	D. W. Crook-----	do do	300 00
Sept. 8,	J. Clark-----	do do	500 00
" 8,	D. W. Crook-----	do do	700 00
Nov. 15,	J. Clark-----	do do	945 87
" "	D. W. Crook-----	do do	1,809 64
Amount-----			\$9,855 51

<i>For the year ending Nov. 15th, 1850.</i>			
1849.			
Dec. 6,	D. W. Crook-----	Superintendence and Repairs	\$200 00
1850.			
Feb. 19,	J. Clark-----	do do	606 29
" "	do-----	do do	200 00
" "	D. W. Crook-----	do do	126 12
" "	do-----	do do	250 00
Mar. 25,	J. Clark-----	do do	300 00
" "	D. W. Crook-----	do do	300 00
April 17,	J. Clark-----	do do	400 00
May 20,	do-----	do do	2,560 00
" "	D. W. Crook-----	do do	850 00
July 16,	J. Clark-----	do do	526 86
" 17,	D. W. Crook-----	do do	504 34
Aug. 31,	John C. Rainey---	do do	554 33
Sept. 6,	Dennis McCarthy--	do do	649 47
" 6,	Daniel Sifford & Co	Rebuilding culvert at Hock- ing Falls-----	200 00
Nov. 15,	do do	Superintendence and Repairs	1,262 95
" "	do do	Rebuild'g cul. at Hock'g Falls	140 88
" "	J. C. Rainey-----	do do do	1,434 33
Amount-----			\$11,065 57
Amount carried forward-----			\$20,921 08

## HOCKING CANAL—Continued.

<i>For the year ending Nov. 15th, 1851.</i>			
1851.			
Jan'y 21,	Corporat'n of Lan'r	For building culvert -----	\$650 35
Feb. 15,	J. C. Rainey -----	Superintendence and Repairs	739 93
" "	Dennis McCarthy -	do do	481 75
" 20,	J. C. Rainey -----	do do	200 00
" "	Dennis McCarthy -	do do	200 00
Mar. 13,	J. C. Rainey -----	do do	600 00
May 15,	Dennis McCarthy -	do do	606 58
" "	J. C. Rainey -----	do do	715 63
Aug. 15,	Dennis McCarthy -	do do	814 42
" "	J. C. Rainey -----	do do	872 05
Nov. 15,	do -----	do do	659 37
" "	Dennis McCarthy -	do do	839 85
Amount -----			\$7,379 93
<i>For the year ending Nov. 15th, 1852.</i>			
1852.			
Jan'y 9,	Dennis McCarthy -	Superintendence and Repairs	\$400 00
" 9,	J. C. Rainey -----	do do	500 00
Feb. 16,	do -----	do do	423 30
" "	do -----	do do	900 00
" "	Dennis McCarthy -	do do	182 28
" "	do -	do do	800 00
May 15,	do -	do do	884 21
" "	do -	do do	500 00
" "	J. C. Rainey -----	do do	764 68
June 29,	Dennis McCarthy -	do do	1,500 00
" "	J. C. Rainey -----	do do	900 00
Aug. 16,	Dennis McCarthy -	do do	2,743 85
" "	do -	do do	1,399 58
Amount -----			\$11,897 90
Amount carried forward -----			\$19,277 83

## HOCKING CANAL—Continued.

<i>For the year ending Nov. 15th, 1853.</i>			
1852.			
Nov. 25,	J. C. Rainey -----	Superintendence and Repairs	\$456 97
" "	Dennis McCarthy-----	do do	830 48
" "	Rowe & Hagan-----	Furnishing Gravel Boat----	120 00
1853.			
Jan'y 10,	J. C. Rainey -----	Superintendence and Repairs	500 00
Feb. 15,	do -----	do do	1,100 00
" "	Dennis McCarthy-----	do do	1,400 00
May 16,	J. C. Rainey -----	do do	906 88
" "	Dennis McCarthy-----	do do	67 76
July 28,	J. C. Rainey -----	do do	500 00
Aug. 23,	Dennis McCarthy-----	do do	1,645 00
" "	J. C. Rainey -----	do do	1,090 30
Amount-----			\$8,617 39
<i>For the year ending Nov. 15th, 1854.</i>			
Superintendence and Repairs-----			\$9,468 03
Total amount-----			\$58,284 33
Average yearly expenditure for 6 years-----			,714 05
For Superintendence and Repairs, paid the 20th Nov., 1854, which belongs to the year 1854, for work done during that year not added into the above, amounting to-----			
			\$718 43



## SECTION NO. 5.—MUSKINGUM IMPROVEMENT.

Expenditures from November 15th, 1848, to November 15th, 1854.

		<i>For the Year ending November 15th, 1849.</i>		
1848.				
Dec.	19	O. H. P. Scott	Superintendence	3,000 00
"	22	E.S. & W McIntosh	Emb'km't at Beverly. Rep'rs.	444 39
1849.		O. H. P. Scott	Superintendence	3,150 00
Feb'y	21			
"	24	do	do	71 08
"	"	Wm. Fouts	do	3,000 00
April	3	H. Lathrop	do	1,000 00
"	3	M. Dulty	do Award of B'd Cl'ms.	150 00
"	25	H. Lathrop	do	3,000 00
June	6	Wm. Fouts	do	1,536 58
"	6	H. Lathrop	do	2,000 00
"	6	O. H. P. Scott	do	1,000 00
July	6	H. Lathrop	do	3,000 00
"	6	O. H. P. Scott	do	1,000 00
"	28	H. Lathrop	do	2,000 00
"	"	O. H. P. Scott	do	1,000 00
Septem.	6	H. Lathrop	do	5,000 00
"	6	do	do	5,000 00
"	6	do	do	1,500 00
"	6	O. H. P. Scott	do	1,000 00
Oct.	12	do	do	1,000 00
"	26	H. Lathrop	do	2,000 00
"	26	do	do	2,000 00
Nov.	2	do	do	2,000 00
"	2	O. H. P. Scott	do	1,842 74
"	15	H. Lathrop	do	2,000 00
"	"	do	do	2,000 00
"	"	do	do	3,000 00
"	"	do	do	122 91
Amount				\$53,817 70
		<i>For the Year Ending Nov. 15, 1850</i>		
1849.				
Dec.	4	H. Lathrop	Superintendence and Repairs.	3,000 00
1850.				
March	14	do	do do	1,000 00
April	1	do	do do	622 13
June	3	E. B. Leget	do do	1,263 85
"	3	Jno. Cooper	do do	1,494 85
July	1	E. B. Leget	do do	1,500 00
"	8	Jno. Cooper	do do	591 30
"	23	Chas. J. Love	do do	2,000 00
August	5	do	do do	3,000 00
Amount carried forward				14,472 14
				\$68,289 83

## SECTION NO. 5—Continued.

1850.			Amount brought forward.....	\$68,289 83
August 9	E. B. Leget.....	Superintendence and repairs..	2,000 00	
Sept. 14	Chas. J. Love.....	do do.....	4,000 00	
October 7	Roberts & Adams..	Adv'tising notice to contract'rs	3 00	
" 16	E. T. Cox.....	do do.....	2 50	
" "	Ball & Richards ..	do do.....	14 50	
Sept. 14	E. B. Leget .....	Superintendence and repairs..	4,000 00	
Nov. 15	do .....	do do.....	4,455 47	
" "	Chas. J. Love .....	do do.....	4,895 28	
Amount .....				19,377 50

*For the Year ending Nov. 15, 1851.*

1851.				
Feb'y 15	E. B. Leget.....	Superintendence and repairs..	1,422 15	
" 19	do .....	do do.....	500 00	
" 15	Chas. J. Love .....	do do.....	1,083 96	
" 19	do .....	do do.....	1,000 00	
April 21	do .....	do do.....	767 15	
May 15	E. B. Leget .....	do do.....	1,330 85	
July 29	do .....	do do.....	1,500 00	
Sept. 1	do .....	do do.....	2,500 00	
Nov. 15	do .....	do do.....	2,490 74	
Amount .....				12,594 85

*For the Year ending Nov. 15, 1852.*

1851.				
Nov. 29	E. B. Leget .....	Superintendence and repairs..	1,000 00	
1852.				
Feb'y 16	do .....	do do.....	1,000 00	
" 18	do .....	do do.....	1,000 00	
May 15	do .....	do do.....	4,000 00	
July 20	do .....	do do.....	4,000 00	
Aug. 23	do .....	do do.....	3,000 00	
" 30	do .....	do do.....	2,000 00	
October 4	do .....	do do.....	5,000 00	
Nov. 15	do .....	do do.....	2,018 16	
Amount .....				23,018 00

*For the Year ending Nov. 15, 1853.*

1852.				
Nov. 26	E. B. Leget .....	Superintendence and repairs..	2,500 00	
1853.				
Feb'y 15	do .....	do do.....	912 87	
" 22	do .....	do do.....	2,000 00	
May 16	do .....	do do.....	2,025 91	
June 14	do .....	do do.....	2,000 00	
" "	do .....	do do.....	1,000 00	
Aug. 22	do .....	do do.....	3,978 47	
" "	do .....	do do.....	3,000 00	
Oct. 3	do .....	do do.....	600 00	18,017 25
Amount carried forward.....				141,290 85

## SECTION NO. 5—Continued.

		Amount brought forward -----	141,290 84
		<i>For the Year ending Nov. 15, 1854.</i>	
1853.			
Nov. 21	E. B. Leget-----	Superintendence and repairs .	3,786 65
Dec. 2	do -----	do do-----	127 73
" 2	do -----	do do-----	1,500 00
1854.			
Feb. 16	do -----	do do-----	1,060 05
March 31	do -----	do do-----	727 86
May 16	Patrick Brennan --	do do-----	956 98
		On contracts, and for superintendence and repairs--	3,591 31
		For repairing casualties-----	646 13
		For rebuilding lock-gates -----	222 36
		For repairing lift-lock at Harmar -----	112 01
			12,731 08
		Total amount-----	154,021 92
		Average yearly expenditures for six years-----	\$25,670 32
		<i>Superintendence and Repairs.</i>	
1854.			
Nov. 16,			
17 & 18	There is for superintendence and repairs, that properly belong to the year ending Nov. 15, 1854, which is not included in the above account -----		1,910 51
		<i>On Contracts.</i>	
1849.			
July 6	Not included in the above account, John McCune, building guard-lock -----		2,293 80
			\$4,204 31

## SECTION NO. 6—MIAMI &amp; ERIE CANAL—MAJORITY REPORT.

An account of expenditures for superintendence and repairs on the Wabash & Erie Division of the Miami & Erie Canal, from the year 1849 until the year 1854, inclusive—that is to say, from Nov. 15th, 1848, until Nov. 15th, 1854.

		Rep'r's Proper.	
		17,183 32	
Total expenditure for the half year ending May 15th, 1849, as is shown in Journal No. 2, of records in the office of the Board of Public Works.			
From which deduct as follows on account of payments included in above, not properly chargeable to repairs but to construction, &c.:			
1848.	W. Flynn on account of Gilead side cut.	967 85	
Dec. 18	Steedman & Abell, Independence guard lock	200 00	
Nov. 20	" " towing-path bridge, at Defiance	300 00	
Dec. 20	" " " "	350 00	
1849.			
Feb. 16	Roach & Walker, culvert, &c., at 3 mile	2,500 00	
" "	Steedman & Abell, towing-path bridge at Defiance	3,350 00	
" 19	Wm. Flynn, Gilead side cut	540 00	
" "	Plough and Cheney, collectors' office at Toledo	1,500 00	
" "	Dodd & Steedman, waste gate at Waterville	200 00	
March 22	Edward Connolly, canal at Toledo	300 00	
" 18	Edward Connolly, " "	700 00	
Total expenditures for the half year, ending Nov. 15, 1849, as is shown in Journal No. 2, of records in the office of the Board of Public Works.		8,407 85	8,775 47
From which deduct as follows, on account of payments included in the above, not properly chargeable to repairs, but to construction, &c.:		22,516 95	
1849			
May 18	Roach & Walker, culvert, &c., at 3 mile	1,800 00	
" 23	Plough & Cheney, collectors, office at Toledo	514 29	
" 30	Steedman & Abell, towing path bridge at Defiance	1,250 00	
" "	J. Langdon, spikes for bridge at Defiance	24 12	
" 31	E. Connolly, canal, &c., at Toledo	100 00	
" "	Steedman & Abell, bridge at Defiance	350 00	
June 28	J. Woodbery & Co., delivering stone for saw mill	148 33	
July 14	Steedman & Abell, Independence lock	100 00	
Aug. 27	" " " "	1,000 00	

Aug. 28	Steedman and Abell, Independence lock	1,000 00	
"	Dodd & Steedman, waste gate	109 50	
"	A. Van Vost, lock house	100 00	
"	Sherman & Harley, bridge at Defiance	200 00	
30	Jacob Shank, Iron	480 10	
Oct. 11	Steedman & Abell, Independence lock	300 00	
"	"	200 00	
"	Sherman & Harley, towing-path bridge at Defiance	1,200 00	
"	Steedman & Abell, Independence guard lock	300 00	
"	"	200 00	
"	Sherman and Harley, towing-path bridge at Defiance	125 00	
27	Steedman & Abell, Independence lock	300 00	
3	"	400 00	
Nov. 3	Sherman & Harley, tow-path bridge at Defiance	230 00	8,631 34
"	Total expenditures for the half year ending May 15th, 1850, as is shown in Journal No. 2, of records in the office of the Board of Public Works	15,908 58	13,885 61
1849.	From which deduct as follows, on account of payments included in the above, not properly chargeable to repairs, but to construction, &c.		
May 14	Shank & Sheppard, iron for Defiance bridge, &c.	1,174 71	
Nov. 22	Steedman & Abell, Independence guard lock	300 00	
"	Sherman & Harley, towing-path bridge at Defiance	250 00	
30	S. S. Sprague, building stone tumblers	500 00	
Dec. 5	Steedman & Abell, Independence lock	200 00	
"	"	880 94	
"	"	400 00	
"	Jack Shank, iron	100 00	
1850.			
March 23	F. Harback, bridge for towing-path	500 00	
April 26	Sherman & Harley, towing bridge at Defiance	630 75	
May 14	S. S. Sprague, stone tumble at Defiance	382 88	
"	E. Connolly, canal, &c., at Toledo	200 00	
"	S. S. Sprague, stone tumble at Defiance	92 00	
"	Steedman & Abell, towing-path bridge at Defiance	319 49	
"	J. W. Kelsey, shingles for	250 00	6,180 77
			9,727 81

## SECTION NO. 6—Continued.

						Reprs Proper.
1850.		Total expenditures for the half year, ending Nov. 15th, 1850, as is shown in Journal No. 2, of records in the office of the Board of Public Works.			24,057 07	
May 18		From which deduct as follows, on account of payments included in the above, not properly chargeable to repairs, but constructions, &c.				
June 20		Steedman & Abell, Independence lock	304 66			
" 22		Edward Connolly, canal, &c., Toledo	193 00			
Sept. 13		H. McCullough, lock house	175 00		935 70	
		Henry Banks, lock house at Independence	263 04			
		Total expenditures from Nov. 15th, 1850, until March 31st, 1851 as is shown by Journal No. 2, of records in the office of the Board of Public Works.			14,254 14	23,121 37
1851.		From which deduct as follows, on account of payments included in the above, not properly chargeable to repairs but to construction, &c.				
Jan. 15		Steedman & Abell, &c., Independence guard lock.	150 00		150 00	
		Total expenditures from March 31st, 1851, until November, 15th, 1851, as is shown by Journal No. 2, of records in the office of the Board of Public Works			21,100 79	14,104 14
1851.		From which deduct the following, on account of payments included in the above, not properly chargeable to repairs, but to construction, &c.				
Aug. 25		J. R. Bord, building culvert.	490 00		490 00	
		Total expenditures from Nov. 15th, 1851, to the 15th Nov. 1852 for repairs by superintendents, as is shown by "Book 'B,'" of records in the office of the Board of Public Works, on pages 107, 108, 110, 111, &c., as follows:				20,610 79
1852.		H. D. Taylor, Supt. of Repairs, (\$500 to J. B. S.)			1,774 81	
Feb. 18		John G. Isham, " "			2,578 01	
" "		H. A. Shafer, " "			664 99	
May "		H. D. Taylor, " "			2,475 40	
" "		J. G. Isham, " "			2,511 96	
" "		H. A. Shafer, " "			1,613 36	
Aug. "		H. D. Taylor, " "			1,903 17	
" "		J. G. Isham, " "			3,468 40	
" "		H. A. Shafer, " "			2,322 05	
Nov. "		H. D. Taylor, " "			1,986 42	

Nov. 15	J. G. Isham,	"	-----	3,101 98
"	H. A. Shafer,	"	-----	2,624 55
	Also, amounts paid for repairs under contracts, from Nov. 15th, 1851, to Nov. 15th, 1852, as is shown in Journal No. 2 of records, in the office of the Board of Public Works :			27,225 10
1852.				
Jan. 5	H. Marsells, rebuilding wooden locks	-----	-----	300 00
" 6	D. Harley, rebuilding locks of wood	-----	-----	500 00
Feb. 16	Karson & Perry	"	-----	47 60
"	A. J. & J. A. Bowman, for State boat	-----	-----	600 00
Nov. 15	Amount paid in last half of the year to various persons	-----	-----	1,733 82
	Total expenditures for repairs of superintendents from Nov. 15th, 1852, until Nov. 15th, 1853, as is shown in Books "A" and "B" of records in the office of the Board of Public Works :			3,181 42
1853.				
Feb. 15	John G. Isham, superintendent and repairs	-----	-----	4,778 29
"	H. A. Shafer,	"	-----	1,229 50
"	H. D. Taylor,	"	-----	2,081 26
May	J. G. Isham,	"	-----	2,170 66
"	H. A. Shafer,	"	-----	1,969 32
"	H. D. Taylor,	"	-----	1,340 67
Aug.	J. G. Isham,	"	-----	3,329 12
"	H. A. Shafer,	"	-----	2,050 40
"	Jas. Bowman,	"	-----	1,477 81
Nov.	J. G. Isham,	"	-----	3,056 01
"	H. A. Shafer,	"	-----	2,263 42
"	Jas. Bowman,	"	-----	2,796 96
	Also, amounts paid for repairs under contracts, from Nov. 15, 1852, to Nov. 15, 1853, as is shown in Journal No. 2, of Records in the office of the Board of Public Works :			28,543 42
1853.				
Dec. 30	Karson & Co., rebuilding wooden locks	-----	-----	400 00
1852.				
Jan. 15	C. L. Noble,	"	-----	700 00
Feb. 23	Karson & Co.,	"	-----	500 00
" 22	C. L. Noble,	"	-----	300 00
April 11	F. Manor, waste weir	-----	-----	350 00

## SECTION NO. 6—Continued.

									Rep'r's Proper.
April 14	C. L. Noble, rebuilding wooden locks	-----						393 34	
" 12	Karson & Co. "	-----						458 20	
" 22	W. H. & J. Snoelt, "	-----						500 00	
" 30	" " "	-----						605 85	
July 15	F. Manor, wast wier	-----						100 00	
	Total expenditures for repairs by Superintendents, from Nov. 15th, 1853, to Nov. 15th, 1854, as is shown in books "A" and "B" of records in the office of the Board of Public Works:	-----							4,307 39
1854.									
Feb. 15	John G. Isham, superintendent of repairs	-----						2,793 77	
" "	H. A. Shafer, "	-----						1,950 49	
" "	Jas. Bowman, "	-----						1,836 35	
May "	John G. Isham "	-----						2,695 90	
" "	H. A. Shafer, "	-----						1,367 37	
" "	" " "	-----						1,449 76	
" "	Jas. Bowman, "	-----						300 00	
" 24	F. Manor, building waste weir, at Providence	-----						5,416 63	
	Total expenditures for quarter ending Aug. 15, for all purposes, as is shown in Journal No. 2 of records, in the office of the Board of Public Works	-----							
Nov. 15	Total expenditures for quarter ending Nov. 15, for all purposes as is shown in Journal No. 2 of records, in the office of the Board of Public Works, all of which was for repairs.	-----						5,783 46	23,593 75
	Add to cover expense of re-building the Independence guard lock with wood, it being built of stone, and the cost of the stone work not included in above.	-----							2,500 00
	Total expenditures for six years, ending Nov. 15, 1854.	-----							179,581 27
	Yearly average expenditure	-----						39,930 21	

Items of expenditure have been included in the above to a considerable amount, which do not properly belong to repairs, but rather to original construction, as for instance, a wooden aqueduct across three mile creek, west of Defiance, which could have been replaced for about \$3,000, but was superceded by a stone culvert, and embankments at a cost \$6,043 33. Also, various towing path bridges that were at first built of wood, have, within the past five or six years, been superceded by stone abutments at quite an increased cost, thus making an amount of from five to eight thousand dollars, which would, if deducted from the above, reduce the average cost per annum below \$29,000. There is also an item of protection stone put on the heavy embankments along the Miami River, which cost some \$10,000, and which was a permanent improvement, that had never been made before, which also enters into the above account. There has, of course, been items of expenditure on said Canal within the time above mentioned, that is not included in the above account, none of which, however, belong to the account of Superintendence and Repairs.



## REPORT ON SECTION NO. 6,

BY

## MINORITY OF BOARD OF PUBLIC WORKS.

OFFICE OF THE BOARD OF PUBLIC WORKS, }  
Columbus, March 31st, 1856. }

HON. THOMAS H. FORD, *President of the Senate* :

In answer to the following Resolution :—

“*Resolved*, That the Board of Public Works be required to furnish to the Senate, forthwith, a full and detailed statement of the items of the price or cost of keeping the Public Works of the State in repair for the six years next preceding the 15th day of November, A. D. 1854, excluding all items of expenditures not appertaining to repairs, and such as the present contractors are not bound by their contracts to perform ; and that they give separately the price or cost of each Section as divided and numbered for the recent letting, and that the statements of each Section be furnished separately, as fast as the same shall be respectively completed.”

The undersigned deems it his duty to make a report, which is herewith respectfully submitted :

This report exhibits the cost to the State for the repairs of Section Number Six, of the Public Works, for the six years preceding the letting of the contracts for repairs, and embraces only the costs of such structures as are required to keep up navigation. It does not include the cost of weigh-lock at Toledo, a structure which has been built within the period named in the resolution, at an expense of about thirty-two thousand dollars, and which the contractors are bound to maintain in thorough repair. The contractors have already incurred an expense of several hundred dollars in repairing the weigh-lock. The undersigned has also included the amounts paid for special superintendence, engineers' salaries, contingent expenses, of all kinds, salaries of appraisers, awards of damages, cost of Canal, &c., and made up from the records in this office, the statement of expenditures contained in the annexed report.

The undersigned cannot understand by what rule the cost of structures which the contractors are required to keep in repair and rebuild, if necessary, is deducted from the expense of keeping up the repairs of said section of the Canal.

It will not be admitted for a moment, that if any of these structures fall down, that the Contractors can escape from rebuilding them. The undersigned understands that the average cost of keeping up the repairs of the Public Works, can only be ascertained by taking the expense to the State for the whole period of six years, and cannot discover how it can be arrived at, if a large proportion of the expense incurred by the State, in repairs and re-construction, long since the Canal was completed, is to be deducted and charged to “original construction.” Again, if a large amount of costs for rebuilding structures are excluded, will not the Contractors raise the plea that they are not compelled to keep them in repair ? No expenditures are included in this report upon any part of the Canal, or upon any structure, but what the the Contractors are bound to keep up.

All of which is respectfully submitted.

WAYNE GRISWOLD,

*Member of Board of Public Works.*

REPORT, showing the detailed average cost of the repairs of Section Number Six, of the Public Works of the State, for six years from the 15th day of November, 1849, to November 15th, 1854, copied from Journal No. 2, of the Records of the Board of Public Works.

1849.			
May 15	W. Flinn	On Gilead side cut	\$967 85
--	N. Webber	Building boats	600 00
--	Steedman & Abell	Guard lock, Independence	200 00
--	Do. do.	Two checks, Defiance Bridge	650 00
--	Roach & Walker	Rebuilding culvert, 3, m.W. of D.	2,500 00
--	Steedman & Abell	Defiance Bridge	3,350 00
--	Jas. M. Brigham	Account for labor, &c.	1,712 14
--	H. Tuttle	Do. do.	1,658 72
--	R. Strout	Do. do.	2,304 61
--	W. Flinn	Gilead Side cut	540 00
--	Plough & Cheeney	Collector's office	1,500 00
--	Dodd & Steedman	Waste gate, Waterville	200 00
--	Ed. Conolly	Two checks, tow path, Toledo	1,000 00
			<hr/>
			\$17,183 32
			<hr/>
1849.			
Nov. 15	Roach & Walker	Culvert, 3 m W. of Defiance	\$1,800 00
--	Plough & Cheeney	Collector's office, Toledo	514 29
--	Steedmnn & Abell	Bridge at Defiance, 5 checks	2,100 00
--	J. Langdon	Spikes	24 12
--	Ed. Conally	Tow path at Toledo	100 00
--	J. Woodbery	Stone at guard gate, Provi'dce	148 33
--	Steedman & Abell	Fur. stone tow path, 2 checks	1,100 00
--	Do. do.	Indepen. guard lock, 5 do.	2,200 00
--	Jas. M. Brigham	Labor, materials, &c. 2 do.	2,897 48
--	H. Tuttle	Do do 2 do.	5,953 89
--	R. Strout	Do do 2 do.	3,234 24
--	Dodd & Steedman	Waste gate, Waterville	109 50
--	A. Van Vorhes	Lock house	100 00
--	Harley & Sherman	Tow path bridge, Def. 4 checks	1,755 00
--	J. Shank	Furnishing Iron, do.	480 10
			<hr/>
			\$22,516 95
			<hr/>
			For the year 1849
			<hr/>
			\$39,700 27
			<hr/>
1850.			
May 15	H. Shank	Fur. iron, Defiance, 2 checks	1,274 71
--	Steedman & Abell	Guard lock, Indepen. 3 do.	700 00
--	Sherman & Harley	Defiance Bridge, 3 do.	880 75
--	S. S. Sprague	Waste weir, Defiance 5 do.	974 88
--	Steedman & Abell	Cut. & deliv. stone, 2 do.	1,280 94
--	J. M Brigham	Labor, &c. 3 do.	2,431 43
--	H. Tuttle	Do. 2 do.	4,021 60
--	R. Strout	Do. 2 do.	3,079 78
--	T. W. Bradbury	Bridge at Toledo	500 00

## REPORT—Continued.

1850.			
May 15,	Ed. Canally-----	New channel at Toledo-----	200 00
--	Steedman & Abell-----	Defiance Bridge-----	319 49
--	J. W. Kelsey-----	Shingles for Defiance Bridge --	250 00
			<hr/> \$15,913 78
Nov. 15,	Steedman & Abell. ---	Independence guard lock-----	304 66
--	Ed. Conally-----	Channel at Toledo-----	193 00
--	H. McCullough-----	Lock house-----	175 00
--	D. Harley-----		1,637 22
--	H. Tuttle-----	Labor and materials, 3 checks	7,577 28
--	R. Strout-----	Do. do 2 do--	3,087 20
--	J. M. Brigham-----	Do. do 2 do--	2,166 38
--	H. Banks-----	Lock house at Independence---	263 04
--	Karsnor & Parry-----	Locks 1, 2, and 7, Defiance---	2,800 00
--	A. Stout-----	Do. 3 and 4, 2 checks	1,400 00
--	E. Barnhart-----	Labor and materials-----	3,053 53
--	Maxwell & Harley-----	Locks 5 and 6-----	1,000 00
--	H. Marcellious-----	Do. 10-----	400 00
			<hr/> \$24,057 31
			<hr/> For the year 1850-----
			<hr/> \$39,971 09
1851.			
My 15,	E. Barnhart-----	Labor, materials, &c. 3 checks	1,994 37
--	R. Strout-----	Do do 3 do--	1,841 07
--	Karsnor & Parry-----	Locks 1, 2, & 7, Def. 4 do--	2,965 00
--	A. Stout-----	Do. 3 and 4, 2 do--	2,200 00
--	Maxwell & Harley-----	Do. 5 and 6, 2 do--	2,230 00
--	H. Marcellious-----	Do. 10 2 do--	1,150 00
--	Steedman & Abell-----	Independence guard lock-----	150 00
			<hr/> \$12,500 44
Nov. 15,	H. Marcellious-----	Lock No. 10-----	6,872 50
--	H. A. Shafer-----	Labor, materials, &c. 5 checks	68 72
--	H. D. Taylor-----	Do. do 5 do--	4,982 82
--	J. G. Isham-----	Do. do 5 do--	6,509 68
--	S. H. Steedman-----	Delivering stone-----	747 10
--	J. M. Brigham-----	Labor, materials, &c.-----	404 52
--	Maxwell & Harley-----	Locks 5 and 6, Defiance-----	338 45
--	Karsnor & Parry-----	Do. 1, 2 and 7-----	450 00
--	Jas. Bowman-----	Building lock house, Toledo---	345 00
--	J. R. Bond-----	Culvert, Do-----	490 00
--	A. Strout-----	Locks, 3 and 4,-----	237 00
			<hr/> \$19,445 79
			<hr/> For the year 1851-----
			<hr/> \$31,946 23

## REPORT—Continued.

1852.			
May 15	Manor & Roach-----	Providence Dam Tumble-----	\$200 00
--	D. Harley-----	Lock No. 12-----	1,289 14
--	H. D. Taylor-----	Labor on repairs-----	2,310 60
--	H. A. Shaffer-----	Do-----	1,114 97
--	J. G. Isham-----	Do. 3 checks-----	2,778 01
--	H. Marcellious-----	Lock No. 12 2 do--	1,200 00
--	J. G. Isham-----	Do-----	2,311 96
--	E. Phelps-----	Lock house, Defiance-----	340 00
--	Karsner & Parry-----	Locks 1, 2 & 7-----	47 60
--	A. J. & J. A. Bowman-----	State Boat-----	600 00
			<hr/> \$12,192 28
Nov. 15	H. D. Taylor-----	Labor, materials, &c-----	5,029 20
--	H. A. Shaffer-----	Do-----	3,985 41
--	J. G. Isham-----	Do-----	3,868 40
--	Manor & Roach-----	Delivering timber-----	97 99
--	S. H. Steedman-----	Waste weir, 24 mile level-----	250 00
--	Jas. Durbin-----	Plank for Providence dam-----	235 83
--	C. L. Noble-----	Lock No. 8-----	500 00
--	Karsnor, Parry & Gilson-----	Do. 9-----	500 00
--	W. & J. Snook-----	Do. 13-----	400 00
--	A. C. Winslow-----	Iron culvert, Indepen. 2 checks-----	800 00
--	H. Banks-----	Lock house, at Bucklins-----	150 00
			<hr/> \$15,816 83
		For the year 1852-----	<hr/> \$28,009 11
1853.			
May 15	J. G. Isham-----	Labor and materials, 5 checks-----	9,531 93
--	H. A. Shaffer-----	Do. 6 do--	5,523 37
--	H. D. Taylor-----	Do. 3 do--	2,688 85
--	S. H. Steedman-----	Waste weir, near Napo. 2 do--	1,125 00
--	A. C. Winslow-----	Cast iron culvert, Independence-----	266 78
--	Karsner, Parry & Gitchel-----	Lock No. 9, 3 checks-----	1,358 20
--	C. L. Noble-----	Do. 8-----	1,393 34
--	M. Ireland-----	Culvert tumble-----	178 55
--	S. Schnable-----	Cast iron culvert, Independence-----	100 00
--	F. Manor-----	Waste weir, Providence-----	350 00
--	H. Banks-----	Lock house, Bucklins-----	287 76
--	W. H. & J. S. Snook-----	Lock No. 13-----	1,105 85
--	Jas. Bowman-----	Labor, materials, &c-----	733 08
			<hr/> \$24,642 71
Nov. 15	S. H. Steedman-----	Napoleon waste weir, 2 checks-----	\$944 62
--	S. & Schrable-----	Culvert, Independence 3 do--	1,300 00
--	J. G. Isham-----	Labor and materials 4 do--	6,384 61
--	H. H. Shaffer-----	Do. do 4 do--	4,313 42
--	F. Manor-----	Waste wier, Providence-----	100 00

## REPORT—Continued.

1853.			
Nov. 15,	Jas. Bowerman.....	Labor and materials, 4 checks	\$4,274 77
--	Darsy V. & Sullin.....	Ditching.....	383 93
			<u>\$17,701 35</u>
		For the year 1853,.....	<u>\$42,344 06</u>
1854.			
May 15,	J. G. Isham.....	Labor and materials, 5 checks	5,704 85
--	Jas. Bowerman.....	Do. do. 3 do..	3,277 13
--	H. A. Shaffer.....	Do. do. 3 do..	4,317 86
--	S. & Schrable.....	Independence Culvert 2 do..	2,500 00
--	F. Manor.....	Water weir, at Providence	300 00
			<u>\$16,000 91</u>
Nov. 15,	.....	Labor, repairs, &c.....	5,416 63
--	.....	Do. do.....	5,783 48
		For the year 1854,.....	<u>\$11,200 09</u>
			<u>\$27,301 00</u>

## RECAPITULATION.

1849,	Cost of Repairs,.....	\$39,700 27
1850,	Do. do.....	39,971 09
1851,	Do. do.....	31,946 23
1852,	Do. do.....	28,009 11
1853,	Do. do.....	42,344 06
1854,	Do. do.....	27,301 00
	Total,.....	<u>\$209,271 66</u>
	Average yearly cost for six years,.....	<u>\$34,878 61</u>

OFFICE OF THE BOARD OF PUBLIC WORKS,  
Columbus, Ohio, April 2, 1856.

HON. THOS. H. FORD, *President of the Senate :*

SIR—In answer to the resolution of the Senate “requiring the Board of Public Works to furnish to the Senate, forthwith, a full and detailed statement of the items of the price or cost of keeping the Public Works of the State in repair for the six years next preceding the 15th day of November, A. D., 1854, excluding all items of expenditures not appertaining to repairs, and such as the present contractors are not bound by their contracts to perform ; and that they give, separately, the price or cost of each section as divided and numbered for the recent letting, and that the statement of each section be furnished separately as fast as the same shall be respectively completed,”—the Board herewith transmit statements of the items of expenditure on Sections No. Two, (2) Seven, (7) and Eight, (8) as required by said resolution.

By order of the Board.

WAYNE GRISWOLD,  
A. G. CONOVER,  
*Members Board Public Works.*

SECTION NO. 7—MIAMI AND ERIE CANAL.

Statement showing the amount for Superintendence and Repairs, excluding all items of expenditure not appertaining to repairs, and such as the present contractors are not bound, by the present contract, to perform, for six (6) years from 1849 to 1854, each inclusive.

1849.

Nov. 15,	For Superintendence and Repairs as per acc't A. Ruffner, for yr. ending with date—	-----	\$36,510 22
"	do do John Sutphin, do do	-----	56,074 66
"	do do T. J. Line, do do	-----	37,195 16
"	do do Jer. Furrow, do do	-----	5,729 24
"	do do Wm. Hollingsworth, do do	-----	7,872 29
"	do do T. J. Stevens, do do	-----	2,607 38
			145,988 95
"	<i>Repairs on Contract for the year 1849.</i>		
"	Diekey, Shaffer & Co., delivering stone for year ending with date—	-----	3,000 00
"	Shank & Shepard, iron rods, bolts, &c., for Miami aqueduct	-----	2,850 13
"	Blair & Furrow, replacing wood abutments with stone of the Loramie and St. Mary's aqueducts	-----	3,941 62
			9,791 75
"	<i>Amount on Contract "not appertaining to repairs" by reason of substituting stone for wood and new work.</i>		
"	Blair & Furrow, rebuilding abutments, Loramie & St. Marys' aqueducts of stone.	-----	\$3,000 00
"	<i>1850.</i>		
"	For Superintendence and Repairs as per acc't A. Ruffner, for yr. ending with date—		
"	do do John Sutphin, do do		8,404 21
"	do do T. J. Line, do do		24,443 13
"	do do Jer. Furrow, do do		11,014 43
"	do do Wm. Hollingsworth, do do		5,389 14
"	do do J. E. Hollingsworth, do do		9,374 87
"	do do T. J. Stevens, do do		3,912 42
"			9,132 61
			71,670 61

## SECTION NO 7.—MIAMI AND ERIE CANAL—Continued.

## On Contracts—1850.

Feb.	22.	R. R. Dickey, Superintendence and Repairs			\$197 65
"	23.	T. J. Lawton, building Stato Routs			1,600 00
"	"	(Geo. P. Beeber, rebuilding St. Marys' aqueduct			600 00
"	"	Peter Stoneburger, rebuilding wooden locks, near St. Marys.			3,820 00
"	"	Chas. S. Gillespie, am't paid on contract, graveling tow path not pertain'g to repairs	\$1,638 34		\$6,217 65

## 1851.

Mar.	31.	For Superintendence and Repairs as per acc't A. Ruliner, for 4½ months			2,720 73
"	"	do do John Sutphin, do			3,811 93
"	"	do do T. J. Line, do			3,329 97
April	1.	do do Jer. Furrow, do			10,474 64
"	"	do do J. E. Hollingsworth, do			17,156 07
Nov.	15.	do do T. J. Stevens, do			6,764 91
"	"	do do M. Fells, for 7½ months			5,765 50
"	"	do do W. Lester, do			5,613 12
"	"	do do S. Mays, do			3,470 10
"	"	do do S. B. Taylor, do			4,723 76
"	"	do do T. L. P. Defrees, do			4,324 00
"	"	do do Robert Elliott, do			3,466 37
"	"	do do C. O. Marshall, do			6,009 87
Mar.	27.	Repairs on Contract—1851.			77,635 97
Feb.	17.	G. P. Beeber, rebuilding St. Marys' aqueduct trunk			1,650 00
Sep.	1.	P. Stoneburger, rebuilding wooden locks near St. Marys.			2,250 00
"	20.	S. Doyle, delivering stone to rebuild Lockland locks			5,000 00
Oct.	16.	Ward, Gordon & Blair, rebuilding wooden locks north of Deep Cut			1,096 60
"	20.	Wm. Dickey, rebuilding tumble, (stone for wood)			982 95
"	"	Owen, Evert & Dyer, castings for canal			831 03
"	"	George Fritze, repair of dock at Cincinnati.			355 20

12,065 73



## SECTION NO. 7—MIAMI AND ERIE CANAL—Continued.

Amount on Contract not appertaining to repairs by reason of substituting stone for wood, and for new work.				
1851.				
Oct.	1,	Line, Clark and Busier, gravelling towing path		
"	"	Wm. Dickey, rebuilding tumble at Burnett's lock, being one-half of the amount of contract of stone	\$2,554 56	
"	"	Wm. Dickey, building tumble, waste-gate and culvert combined	882 95	
"	"	Jos. Cooper, constructing basin at Cincinnati	1,000 00	
Nov.	15,	C. McCurry, constructing drain and culvert	3,500 00	
			700 00	
1852.				
"	"	Superintendence and Repairs as per acc't M. Fells, 1 year to date		\$9,934 13
"	"	do do Wm. Lefler, do		8,148 73
"	"	do do S. Mays, do		6,924 53
"	"	do do S. B. Taylor, do		10,341 80
"	"	do do T. L. P. Defrees, do		5,825 49
"	"	do do Robert Elliott, do		2,670 55
"	"	do do Robert Lambert, do		1,377 06
"	"	do do C. C. Marshall, do		11,002 97
"	"	Special Superintendence as per R. Duffin		250 00
"	"	do do R. Gordon		150 00
1851.				
Dec.	1,	J. Dyckman, protection stone for locks		594 10
"	6,	G. & J. B. LeBlond, do		202 82
1852				
Feb.	12,	Doyle & Dickey, rebuilding Lockland locks		8,000 00
"	25,	George Frintze, rebuilding bridge at Court st. Cincinnati		800 00
Mar.	2,	Wm. Sawyer, clearing basin at St. Marys		1,153 68

## SECTION NO. 7—MIAMI AND ERIE CANAL—Continued.

		1852.					
April	5,	Dickey, Doyle & Dickey, rebuilding wood tumble near feeder.	-----			\$1,000 00	
"	22,	Wm. Trebine, bottoming canal at Dayton level.	-----			1,700 75	
May	15,	Jas. Reed, repairing waste-weir near Celina.	-----			500 00	
June	28,	Jos. Cooper, repairing breaks and cleaning out canal.	-----			12,276 00	
July	24,	J. B. Morrison, building 3 State Boats.	-----			1,800 00	
Sept.	10,	Dickey, Doyle & Dickey, rebuilding stone abutments at 6 mile aqueduct.	-----			4,401 10	
"	13,	Joseph Cooper & Co., rebuilding Middletown dam.	-----			19,000 00	
Oct.	1,	Dickey, Doyle & Dickey, rebuilding lock, St. Marys' reservoir.	-----			10,000 00	
"	5,	Ward, Gordon & Blair, rebuilding wooden locks north of Deep Cut.	-----			25,655 40	
"	"	F. & R. Duffin, do do	-----			16,048 19	
"	16,	Harley & Carr, rebuilding locks 27 and 29.	-----			2,000 00	
						161,757 30	
		<i>Amount on Contract not pertaining to repairs by reason of substituting stone for wood, and for new work.</i>					
1851.							
Dec.	2,	Jos. Cooper, constructing basin at Cincinnati.	-----	\$91 23			
"	18,	C. McCurry, building culvert at Alexandersville.	-----	703 00			
April	5,	Dickey, Doyle & Dickey, building waste-gate, tumble & culvert combined.	-----	3,671 53			
"	"	do do do tumble above Middletown	-----	2,863 90			
"	"	do do do tumble at Middletown feeder, (bal.)	-----	1,272 28			
"	"	George Frintze, building stone bridge at Court st., Cincinnati.	-----	1,139 61			
"	"	Dickey, Doyle & Dickey, building stone abutments, 6 miles aqueduct.	-----	3,500 00			
May	13,	A. DeGraff & Co., building Lewistown reservoir.	-----	26,300 00			
"	15,	Jas. Reed, building bulkhead at Celina.	-----	747 61			
Sept.	28,	Doyle & Dickey, building locks 24 and 30 of stone.	-----	2,000 00			
Oct.	1,	Dickey, Doyle & Dickey, building stone lock at St. Marys' reservoir.	-----	9,000 00			
"	16,	Line, Clark & Co., graveling tow path.	-----	7,582 48			
Nov.	15,	Superintendence and Repairs as per acc't of M. Fells, for year to date ending.	-----			11,966 70	

1853.

Superintendence and Repairs as per acc't of William Lefler, for year to date ending		15,764 42
" do do	S. Mays, do	6,387 83
" do do	S. B. Taylor, do	8,476 72
" do do	T. L. P. Defrees, do	5,438 25
" do do	R. Lambert, do	2,914 40
" do do	C. Boesel, do	3,542 13
" do do	C. C. Marshall, do	13,028 87
" do do	M. Hareland, do	160 00
" do do	Special Superintendence, do	40 42
" do do	Printing and incidental expenses per M. Wallace, for 1851	40 00
" do do	Special Superintendence, B. Esch, for 1851	200 00
" do do	S. E. Newton, do	
1852.		67,959 74
Nov. 19,	Patrick Hegan, building State Boat.	600 00
1853.		
Jan'y 11,	S. Doyle, rebuilding bulkhead at Port Jefferson.	1,270 91
Feb. 12,	Ward, Gordon & Blair, rebuilding wooden locks north of Deep Cut.	90 95
" "	do do checks for balance issued March, 1856.	1,651 98
Mar. 26,	Harley & Carr, rebuilding wood locks No. 27 & 29.	5,736 87
April 7,	Dickey, Doyle & Dickey, rebuild'g locks 24 & 30, to rebuild of wood here allowed is	9,000 00
" "	Peter Moses, rebuilding Mad River aqueduct.	12,955 00
" "	Jos. Cooper, bottoming out canal from Dayton to first lock below.	4,120 00
" 18,	Wm. Irebine, bottoming out canal below Dayton.	3,600 00
May 4,	Tucker, Bennet & Co., smith work for rebuilding M. R. aqueduct.	1,145 25
" 25,	Doyle & Dickey, rebuilding tumble at St. Marys.	1,000 00
July 13,	Jos. Cooper & Co., rebuilding state dam at Middletown.	27,661 09
Aug. 1,	O. Kittredge & Co., iron for rebuilding Mad River aqueduct.	2,100 93
" 19,	Eldrikin & Hawley, rebuilding wood locks 20 and 21.	500 00
Sept. 26,	A. Gladman, rebuilding abutments, Gregory's creek.	1,965 00
Oct. 7,	Eldrikin & Durkee, rebuilding Big Flat Rock aqueduct.	600 00
" 23,	Jos. Cooper, repairing state dam at Middletown.	6,500 00
		80,497 98

## SECTION NO. 7—MIAMI AND ERIE CANAL—Continued.

<i>Amount on Contract "not Appertaining to Repairs," by reason of Substituting Stone for Wood, and for New Work.</i>					
April	7	Dickey, Doyle & Dickey, rebuilding wood-locks 24 and 30, of stone.	-----	\$5,345 03	-----
May	25	Doyle & Dickey do St. Marys' tumble, of stone.	-----	1,200 00	-----
June	17	C. M'Curry, constructing new feeder, St. Marys' Reservoir.	-----	15,317 33	-----
July	7	Dickey, Doyle & Dickey, rebuilding lock, &c do	-----	19,103 45	-----
Aug.	19	Butler & Burtling, gravelling towing path.	-----	575 00	-----
1854.				113,738 30	633,585 93
May	15	Superintendence and repairs as per account of M. Fells, to date.	-----		12,098 00
--	--	do do do Wm. Laffer, dec., to date.	-----		2,034 29
--	--	do do do W. B. Van Hook, do	-----		215 81
--	--	do do do S. Mays do	-----		6,143 49
--	--	do do do S. B. Taylor do	-----		6,268 67
--	--	do do do T. B. L. Defrees do	-----		4,563 86
--	--	do do do C. Boesel do	-----		5,776 37
--	--	do do do C. C. Marshall do	-----		5,139 75
--	--	Special Superintendence, as per Matthew Butler, to date.	-----		46 50
--	--	do do do M. Haviland do	-----		235 00
--	--	do do do A. Gladman do	-----		194 25
--	--	do do do Jas. Hall, lock 21 do	-----		101 50
--	--	do do do S. H. Bell, " 30 do	-----		153 00
--	--	do do do M. M. Bope " 21 do	-----		114 50
Aug.	15	Superintendence and Repairs for 3d quarter, ending with date.	-----		25,798 73
Nov.	15	do do do 4th do do	-----		12,548 65
--	--	do do do that was, for labor that was done during the 4th	-----		6,112 32
--	--	do do do Qr. ending Nov. 15, 1854, and not chkd for un-	-----		7,802 66
--	--	do do do till subseq't date (see Rec. M. D. M. & E. Canal)	-----		7,802 66
--	--	do do do (see Record Southern Division M. & E. Canal.	-----		
					103,150 31

Repairs on Contract—(checked prior to November 15.)

Nov. 15	Eldrekin & Harley, rebuilding wooden locks No. 20 and 21	7,200 00
--	Parks & Hays, do Big Flat-rock Aqueduct	7,000 00
--	J. Cooper, repair of Middletown dam	24,220 30
--	S. Doyle, rebuilding Blue-creek Aqueduct	7,000 00
--	A. Gladman, repair of Gregory Creek do	850 00
--	Patrick Heagan, one State boat	455 00
--	Thomas Laman, " "	450 00
--	Wm. Trebine, repairing levee and bottoming out canal	1,713 17
--	C. M'Curry, rebuilding Middletown feeder gates	1,200 00
--	S. Doyle, do head gates, Port Jefferson	3,472 73
--	F. & R. Duffin, do wooden locks 17, 18, 25 and 26	840 00
--	A. Gladman, do tumble at Hamilton	1,300 00

Rep's on Con'ts for 1854, but the Cl's were not issued until the 1st quarter of 1855

--	Rebuilding Jennings Creek Aqueduct	1,250 00
--	Repairing locks at Lockport	2,511 93
1854	Rebuilding wooden locks No. 31 and 32	5,340 75
--	Rebuilding Dicks' Aqueduct	2,168 16
--	" Gregory's Creek Aqueduct abutments	2,000 00
--	" Mill "	3,000 00
--	Repairs on Mad River	417 94
--	Rebuilding superstructure " at Lockland	1,000 00
--	Repairs on Miami	500 00

73,889 98

Amount on Contracts "not Appertaining to Repairs," by reason of Substituting Stone for Woodwork, and for new work checked for during year ending Nov. 15, 1854.

--	Eldrekin & Durbin, rebuilding Big Flat-rock Aqueduct	4,900 00
--	Doyle & Dickey, do St. Marys' creek tumble	3,810 00
--	S. Doyle, do Blue-lick Aqueduct	5,000 00
--	A. Gladman, do Tumble near Hamilton	1,018 10
--	C. M'Curry, do New feeder, St. Marys' Reservoir	5,119 77
--	Dickv. Doyle & Dickey, rebuilding locks 24 and 30	5,000 00

# SECTION NO. 7—MIAMI AND ERIE CANAL—Continued.

Nov.	15	S. Doyle, rebuilding new feeder, St. Marys' Reservoir Aqueduct.....	6,491 00	---
--	--	Bulter & Burling, graveling towing path.....	2,500 00	---
--	--	<i>Amount on Contracts "not Appertaining to Repairs, &amp;c.," for 1854, which Checks</i>		
--	--	<i>were issued during the 1st quarter of 1855.</i>		
--	--	On account rebuilding Jennings' Creek Aqueduct.....	1,501 35	---
--	--	do new feeder for St. Marys' Reservoir.....	159 00	---
--	--	do rebuilding locks 24 and 30, (stone).....	900 00	---
--	--	do do Blue-creek Aqueduct.....	2,600 00	---
--	--	do graveling towing path.....	1,150 00	---
--	--	do rebuilding Big Flat-rock Aqueduct.....	2,600 00	---
--	--	do do tumbles at Hamilton.....	631 90	---
			157,119 42	810,626 22

## RECAPITULATION.

Superintendence and repairs proper, 1849	-----	\$145,988 95	
Repairs on contract, "-----	-----	9,791 75	
			\$155,780 70
Am't on con't "not app'ing to rep'rs," &c	3,000 00		
Superintendence and repairs proper, 1850	-----	71,670 81	
Repairs on contract, "-----	-----	6,217 65	
			77,888 46
Am't on con't, "not app'ing to rep'rs," &c	1,638 34		
Superintendence and repairs proper, 1851	-----	77,635 97	
Repairs on contract, "-----	-----	12,065 78	
			89,701 75
Am't on con't "not app'ing to rep'rs," &c	8,637 51		
Superintendence and repairs proper, 1852	-----	56,625 26	
Repairs on contract, "-----	-----	105,132 04	
			161,757 30
Am't on con't "not app'ing to repairs," &c	58,871 64		
Superintendence and repairs proper, 1853	-----	67,959 74	
Repairs on contract, "-----	-----	80,497 98	
			148,457 72
Am't on con't "not app'ing to rep'rs," &c	41,540 81		
Superintendence and repairs proper, 1854	-----	103,150 31	
Repairs on contract, "-----	-----	73,889 98	
			177,040 29
Am't on con't "not app'ing to rep'rs," &c	43,381 12		
Total for six years-----	\$157,119 42	-----	\$810,626 22
Average cost per year-----	-----	-----	\$135,104 37

NOTE.—That it may be better understood, it is necessary to say, that when items occur for the same work under each of the heads, viz: "Repairs on Contract," "Amount on Contract" "not Appertaining to Repairs," &c., they are in such cases, where the renewal of the structure has been made of stone, the original having been of wood—there being only an amount entered under the first head ("Repairs on Contract,") sufficient to renew the structure on the original plan, and of the same material;—and where the plan has been changed and rendered more expensive by the use of such material, the difference between building on the original plan and late one, has been entered as "new work," under the latter head, viz: "Amount on Contract not appertaining to Repairs."

It is expected the contractors will keep the entire Canal, Feeders, Reservoirs and fixtures in repair, including all structures and repairs necessary to keep up good navigation, as set forth in the contracts.

## SECTION NO. 2—MIDDLE DIVISION OHIO CANAL.

Expenditures from 15th Nov. 1848, to 15th Nov. 1854.

To Nov 15, 1849.	James Hay-----	For Superin'nce & Repairs, 4 checks,	4,224 73
	Joseph White-----	“ do do 6 do	5,774 29
	Joseph G. Clems.---	“ do do 6 do	9,818 78
	Matthew Stewart---	“ rebuilding middle lock at Dresden,----- 4 do	3,557 05
		For the year 1849-----	23,374 85
To Nov 15, 1850.	James Hay-----	For Superin'nce & Repairs, 4 checks	2,998 65
	James Moore-----	“ do do 2 do	1,658 52
	Joseph White-----	“ do do 5 do	4,006 39
	Lewis Evans-----	“ do do 2 do	1,803 48
	J. G. Clem-----	“ do do 5 do	3,983 62
	J. C. Springer-----	“ do do 2 do	4,782 22
	Hugh Madden-----	“ rebuild'g Ramp Cr'k culv. 2 do	1,281 11
	Jacob Wintrobe---	“ do waste gate, 2 do	1,100 00
	Brown & McConnell	“ do upper lock at Dresden-----	400 00
		For the year 1850-----	22,013 99
To Nov 15, 1851.	James Moore-----	For Superin'nce & Repairs, 5 checks	3,697 58
	Lewis Evans-----	“ do do 6 do	4,244 78
	J. C. Springer-----	“ do do 7 do	5,715 19
	Jacob Wintrobe---	“ building waste gate 3 do	967 58
	Brown & McConnell	“ rebuild'g upper l'k at Dres'n 5 do	5,290 25
	do do	“ do Boling Gr. l'k No.13, 5 do	6,870 92
	W. W. Hollester---	“ furnishing stone in quarry-----	94 56
		For the year 1851-----	26,880 86
To Nov 15, 1852.	James Moore-----	For Superin'nce & Repairs, 6 checks	3,726 13
	Lewis Evans-----	“ do do 7 do	7,004 68
	J. C. Springer-----	“ do do 6 do	4,898 09
	Brown & McConnell	“ rebuilding locks Nos. 15, 16 and 17----- 9 do	15,668 46
		For the year 1852-----	31,297 36
To Nov 15, 1853.	James Moore-----	For Superin'nce & Repairs, 5 checks	9,900 00
	Lewis Evans-----	“ do do 5 do	12,087 40
	J. C. Springer-----	“ do do 3 do	4,222 31
	McGime & Moore---	“ rebuild'g l'k No. 28, S of PS 6 do	8,420 55
	Blair & Rinked---	“ do culvert near 3 do	2,750 21
	Brown & McConnell	“ do l'ks 15, 16 and 17, 2 do	4,728 23
		For the year 1853-----	42,108 70
To Nov 15, 1854.	James Moore---	For Superin'nce & Repairs 4 ckecks	2,684 93
	John Mirise-----	“ do do -----	4,117 35
	Lewis Evans-----	“ do do -----	1,212 33



## SECTION NO. 2—Continued.

To Nov.	Lewis Evans	For Superintendence & Repairs	500 00
15, 1854.	do	" rebuilding W. aqueduct	2,656 48
	do	" do do	1,643 63
	J. C. Springer	" superin'nce & repairs 7 checks	5,864 02
	W. Spencer	" repair'g break and build'g dam on Granville feeder	1,139 45
	S. S. Cox	" giving notice to contractors	18 50
	W. J. C. Spencer	" rebuilding lock No. 4 7 checks	7,474 54
	L. Evans	" repairing break and building culvert near Roscoe	4,799 50
	S. C. Springer	" do do near Hebron	794 98
For the year 1854			32,905 71

## RECAPITULATION.

For the year	1849	23,374 85
" "	1850	22,013 99
" "	1851	26,880 86
" "	1852	31,297 36
" "	1853	42,108 70
" "	1854	32,905 71
Total for six years		178,581 47
Average yearly cost for six years		29,763 57

AN ACCOUNT of expenditures for superintendence and repairs, &c., on the Western Reserve and Maumee Railroad, from the 1st of January, 1849, to the of December, 1854.

			Repairs Proper.	Other Items.
1849.				
Jan. 31,	E. W. Howland...	Superintendent of Repairs ..	\$36 00	----
--	Hands.....	Repairs as per vouchers .....	82 42	----
--	J. Lady and others	Contracts for broken stone ..	156 00	----
--	J. Compton & Co.	Con. for cons. E. of Sandusky	----	50 25
--	A. Goodyear, estate	Do. do. do.....	----	100 00
--	Thomas Wilkes ..	Do. do. do.....	----	194 27
--	Six gate keepers ..	Collection of Tolls.....	----	99 96
Feb. 28,	Six do.....	Do. do.....	----	99 96
--	E. W. Howland...	Superintendent of Repairs ..	36 00	----
--	Hands.....	Repairs as per vouchers .....	126 55	----
--	J. Bounlyn, & others	Con. for broken stone, repairs	192 78	----
--	Thomas Wilkes ..	Con. for cons. E. of Sandusky	----	141 88
--	A. Goodyear.....	Do. do. do.....	----	55 62
--	B. Kline.....	Do. do. do.....	----	53 35
--	H. Ramsbury .....	Building Toll house.....	----	28 47
April 30,	Six gate keepers ..	Collections, March and April	----	199 92
--	E. Howland.....	Superintendent of Repairs ..	72 00	----
--	Hands.....	Repairs as per vouchers .....	319 32	----
--	M. McBride & others	Contracts for broken stone ..	290 58	----
May 31,	Six gate keepers ..	Collection of tolls, .....	----	99 96
--	E. W. Howland...	Superintendent of Repairs ..	36 00	----
--	Hands.....	Repairs as per vouchers .....	251 69	----
--	N. O. Bordsey.....	Con. for cons. E. of Sandusky	----	358 77
--	McBride and others	Contract for broken stone.....	59 97	----
June 30,	Six gate keepers ..	Collection of tolls. ....	----	99 96
--	E. W. Howland...	Superintendence and repairs ..	36 00	----
--	Hands.....	Repairs as per vouchers .....	206 25	----
--	Thomas Hull.....	Paint. toll house & dig. well	----	56 40
--	John Ladry.....	Contract for broken stone.....	90 00	----
--	McBride .....	Do. do.....	31 31	----
--	N. P. Budsie & Co.	Con. for cons. E. of Sandusky	----	91 79
July 31,	Six gate keepers ..	Collection of tolls.....	----	99 96
--	E. W. Howland ..	Superintendent of repairs.....	36 00	----
--	J. Brownsbyent,...	Contract for broken stone.....	97 44	----
--	Hands.....	Repairs as per vouchers.....	95 20	----
Aug. 31,	Six gate keepers ..	Collection of tolls.....	----	99 96
--	E. W. Howland...	Superintendent of repairs.....	36 00	----
--	McBride and others	Contracts for broken stone ..	160 00	----
--	Hands.....	Repairs as per vouchers.....	144 48	----
--	Thomas Wilks ..	Delivering gravel for repairs	100 00	----
Sept. 30,	Six gate keepers ..	Collection of tolls.....	----	99 96
--	E. W. Howland...	Superintendent of Repairs ..	36 00	----
--	Hands.....	Repairs as per vouchers .....	168 82	----

## ACCOUNT OF EXPENDITURES—Continued.

			Repairs Proper.	Other Items.
1850.				
Oct. 31,	Six gate keepers	For collection	----	99 96
--	E. W. Hoverland	Superintendent of Repairs	36 00	----
--	Hands	Making repairs, per vouchers	344 63	----
--	John Ladry	Contracts for broken stone	97 19	----
Nov. 30,	Six gate keepers	Collection of tolls	----	99 96
--	E. W. Hoverland	Superintendent of Repairs	36 00	----
--	McBride and others	Contract for broken stone	252 76	----
--	Hands	Repairs as per vouchers	293 73	----
Dec. 31,	Six gate keepers	Collection of toll	----	99 96
--	E. W. Hoverland	Superintendent of repairs	36 00	----
--	Hands	Repairs as per vouchers	265 56	----
--	Do.	Contract for broken stone	62 16	----
1851.				
Jan. 31,	Six gate keepers	Collection of tolls	----	99 96
--	E. W. Hoverland	Superintendent of Repairs	36 00	----
--	Contracts	Broken stone,	130 55	----
--	Thomas Hull	Addition to toll house, No. 3	----	30 00
--	Hands	Repairs as per vouchers	301 45	----
Feb. 28,	Six gate keepers	Collection of tolls	----	99 96
--	E. W. Hoverland	Superintendent of Repairs	36 00	----
--	Hands	Repairs as per vouchers	196 44	----
--	Contracts	Broken stone	53 69	----
Mar. 31,	Six gate keepers	Collection of tolls	----	99 96
--	E. W. Hoverland	Superintendent of Repairs	36 00	----
--	Hands	Repairs as per vouchers	201 88	----
--	McBride and others	Contracts as per vouchers	257 64	----
April 30,	Six gate keepers	Collection of tolls	----	99 96
--	J. C. Wales	Superintendent of Repairs	36 00	----
--	John Ladry	Contract for broken stone	55 00	----
--	John O'Bryan	Do. do.	72 65	----
--	Jas. Lynch	Do. do.	60 00	----
--	W. Rice	Addition to toll house	----	10 00
--	M. H. Pratt	Do. do.	----	15 00
--	R. Sawyer	Making oath to monthly ab'ts	----	4 00
--	W. H. Pratt	Do. do.	----	3 50
--	Geo. Mormy	Counterfeit Detector	----	5 00
--	Hands	Repairs as per vouchers	407 50	----
May 31,	Seven gate keepers	Collection of tolls	----	116 62
--	J. C. Wales	Superintendent of Repairs	36 00	----
--	H. Herman	Contract for broken stone	40 00	----
--	J. F. Merosé	Do. do.	50 00	----
--	T. S. Foster	Do. do.	40 00	----
--	E. S. Frost	Stoves for toll houses, &c.	----	190 91
--	Hands	Repairs as per vouchers	392 40	----
June 30,	Seven gate keepers	Collection of tolls	----	116 62
--	J. C. Wales	Superintendent of Repairs	36 00	----
--	F. F. Miese	Contract for broken stone	20 00	----

## ACCOUNT OF EXPENDITURES—Continued.

			Repairs Proper.	Other Items.
1851.				
June 30,	J. H. Hud pinch...	Contract for broken stone...	20 00	----
--	H. Harman .....	Do. do.....	50 00	----
--	J. mes Lynch .....	Do. do.....	37 00	----
--	Jas. Bomberger.....	Do. do.....	16 00	----
--	John Ladry.....	Do. do.....	40 00	----
--	H. Chumbher .....	Addition to gate No. 7.....	----	25 38
--	Hands.....	Repairs as per vouchers.....	411 77	----
July 31	Seven gate keepers	Collection of tolls.....	----	116 62
--	J. C. Walls.....	Superintendent of Repairs .....	38 00	----
--	Jas. Lynch.....	Contract for broken stone.....	16 50	----
--	Campeld & Co.....	Hardware.....	----	30 00
--	F. Meaker.....	Addition to gate house, No. 5 .....	----	40 00
--	C. A. Lamb .....	Desk for gate keeper.....	----	18 00
--	Hands.....	Repairs as per vouchers .....	380 58	----
Aug. 31,	Seven gate keepers	Collection of tolls.....	----	116 62
--	Hands.....	Repairs as per vouchers.....	670 36	----
Sept. 30,	Seven gate keepers	Collection of tolls.....	----	116 62
--	Sondry persons.....	Contract for broken stone.....	120 00	----
--	Wright & Laundry	Digging and walling well.....	----	8 00
--	J. C. Wales.....	Superintendent of Repairs .....	36 00	----
--	John Somers.....	Contract for broken stone.....	50 00	----
--	James Lynch.....	Do. do.....	36 00	----
--	McBride.....	Do. do.....	16 00	----
--	Hands.....	Repairs as per contract.....	550 58	----
Oct. 31,	Seven gate keepers	Collection of tolls.....	----	116 62
--	J. C. Wales.....	Superintendent of Repairs .....	36 00	----
--	Thomas Ganell.....	Contracts for broken stone.....	100 00	----
--	John Quince .....	Do. do.....	75 00	----
--	S. & H. Phelps.....	Do. do.....	31 00	----
--	H. Elder.....	Do. do.....	10 00	----
--	W. Philhine.....	Do. do.....	30 00	----
--	S. P. Kelsey.....	Labor on Tonsant Bridge .....	13 70	----
--	J. P. Elderpin.....	Do. do.....	10 00	----
--	Hands.....	Repairs as per vouchers.....	661 14	----
Nov. 30,	J. C. Wales.....	Superintendent of Repairs .....	36 00	----
--	J. Quince.....	Contract for broken stone .....	28 25	----
--	D. D. Foster.....	Do. do.....	8 15	----
--	Jos. Lynch.....	Do. do.....	100 00	----
--	H. Herman.....	Do. do.....	16 60	----
--	J. F. Myrose.....	Do. do.....	12 26	----
--	H. Elder.....	Do. do.....	90 00	----
--	H. S. Comerger.....	Attorney's fees.....	----	10 00
--	J. P. Elderpin.....	Con. for bridge, Tonsant pat.....	----	300 00
--	S. & H. Phelps.....	Contract for broken stone.....	30 00	----
--	Thomas Ganell.....	Do. do.....	40 00	----
--	E. S. Frost.....	For lamps, oil, &c.....	----	13 87
--	Hands.....	For repairs as per vouchers .....	410 73	----

## ACCOUNT OF EXPENDITURES—Continued.

			Repairs Proper.	Other Items.
1851.				
Dec. 30,	J. C. Wales-----	Super. of Repairs per vouchers	36 00	----
--	Samuel Medary-----	Printing toll books-----	----	11 50
--	Thomas Ganell-----	Contract for broken stone---	20 00	----
--	J. P. Elderpin-----	Do. building bridge-----	----	136 80
--	J. J. Park-----	Do. do-----	55 00	----
--	J. Hull-----	Tolls of Maumee Bridge-----	18 00	----
--	Hands-----	Repairs as per vouchers-----	434 12	----
1852.				
Jan. 31,	Myres & Reby-----	Printing 100 abstracts-----	----	4 50
--	J. C. Wales-----	Superintendent of Repairs-----	36 00	----
--	James Lynch-----	Contract for broken stone---	39 53	----
--	H. Elder-----	Do. do-----	39 42	----
--	H. Minhole-----	Do. do-----	50 00	----
--	John Quin-----	Do. do-----	100 65	----
--	S. & H. Phelps-----	Do. do-----	30 00	----
--	J. P. Elderpin-----	Contract for bridge building--	----	100 00
--	Hands-----	Repairs as per vouchers-----	204 83	----
Feb. 29,	M. Hayes-----	Contract for broken stone---	26 40	----
--	J. P. Elderpin-----	Do. building bridge-----	----	160 00
--	John Quin-----	Do. broken stone-----	25 00	----
--	E. S. Frost-----	Oil paints, &c.-----	----	18 69
--	J. C. Wales-----	Superintendent of Repairs-----	36 00	----
--	Hands-----	Repairs as per vouchers-----	340 52	----
Mar. 31,	John Quin-----	Contract for broken stone---	87 57	----
--	J. & P. Smith-----	Do. do-----	45 00	----
--	H. S. Comerger-----	Attorney's fees in June-----	----	40 00
--	J. C. Wales-----	Superintendent of Repairs-----	41 66	----
--	John Miller-----	Painting bridge-----	----	7 50
--	Hands-----	Repairs as per vouchers-----	449 40	----
April 30,	W. & H. McMano-----	Contract for building bridge--	----	280 00
--	H. S. Woods-----	Digging ditch-----	50 00	----
--	J. C. Wales-----	Superintendent of Repairs-----	41 66	----
--	Do-----	Repairing culvert-----	55 00	----
--	Hands-----	Repairs as per vouchers-----	515 69	----
May 31,	T. Cady-----	Ninety-seven rods of ditching--	34 40	----
--	J. C. Wales-----	Superintendent of Repairs-----	41 67	----
--	G. Mournay-----	Repairs to gate house No. 5--	56 41	----
--	S. & H. Phelps-----	Contract for broken stone---	37 55	----
--	James Lynch-----	Do. do-----	25 00	----
--	A. C. Wright-----	Printing abstracts for gates--	----	15 00
--	J. Wise-----	Post office stamps-----	----	2 00
--	C. Stutle-----	Contract for broken stone---	50 00	----
--	Thomas Garrell-----	Do. do-----	40 00	----
--	H. Mosehall-----	Do. do-----	40 00	----
--	Hands-----	Repairs as per vouchers-----	573 93	----
June 30,	J. C. Wales-----	Superintendent of Repairs-----	41 67	----
--	John Quin-----	Contract for broken stone---	100 00	----

## ACCOUNT OF EXPENDITURES—Continued.

			Repairs Proper.	Other Items.
1852.	S. E. Simpkins----	Breaking 82 cords of stone--	144 24	----
June--30	Thompson-----	Seven Detectors, for gates --	----	7 00
--	George S. Coswell--	Repairing tool house -----	15 00	----
--	John Quin-----	Contract for broken stone-----	7 00	----
--	Hands-----	Repairs as per vouchers -----	355 60	----
July 31	J. C. Wales-----	Superintendent of Repairs --	48 67	----
--	C. Stahlin-----	Contract for broken stone-----	81 82	----
--	H. Menhold-----	Do. do-----	43 75	----
--	J. P. Elderpin-----	Do. building bridge-----	----	30 50
--	Hands-----	Repairs as per vouchers -----	814 28	----
Aug. 31,	J. C. Wales-----	Superintendent of Repairs --	41 67	----
--	S. Bucklin & Co.--	Oil, paints, brushes, &c -----	----	28 50
--	J. F. Smith-----	Contract for broken stone-----	95 00	----
--	B. Ryan-----	Eighty rods of ditching-----	20 00	----
--	F. Wilson-----	Contract for building bridge-----	----	127 00
--	J. C. Wales-----	Digging a well for gate-----	----	18 50
--	John Quin-----	Contract for broken stone-----	110 00	----
--	W. J. Jackson-----	Locating road, making plans-----	----	54 65
--	S. Jefferson-----	Survey do. for extension-----	----	6 00
--	Thomas Ganell-----	Contract for stone-----	42 92	----
--	Hands-----	Repairs as per vouchers -----	225 92	----
Sept. 30,	J. C. Wales-----	Superintendent of Repairs --	41 67	----
--	A. P. Wright-----	Printing abstracts for gate-----	----	9 25
--	J. Quin-----	Contract for stone-----	100 00	----
--	Thomas Ganell-----	Do. do-----	30 00	----
--	J. Moore-----	Forty-one per. stone culvert-----	81 50	----
--	E. S. Frost-----	Stoves, chairs, spikes, &c. --	----	77 45
--	Myers & Riley-----	Printing abstracts for gates -----	----	6 50
--	Hands-----	Repairs as per vouchers -----	255 13	----
Oct. 31,	J. Hemture-----	Bal. of 120 rods of ditching-----	49 00	----
--	J. C. Wales-----	Superintendent of Repairs --	41 67	----
--	S. Bucklin & Co.--	Oil, Glass, Paints, &c-----	----	17 06
--	R. Raynor-----	Seventy-five rods of ditching-----	17 75	----
--	R. Huddlebert-----	Contracts for broken stone-----	50 00	----
--	H. Menhart-----	Do. do-----	28 65	----
Dec. 31	M. A. Maston-----	Contract for broken stone-----	50 00	----
--	J. Brownsbyer-----	do do-----	125 00	----
--	John Quinn-----	do do-----	150 00	----
--	C. M. Gruly-----	Special Sup't-----	50 00	----
--	J. Wrin-----	Post office stamps-----	----	3 00
--	J. P. Elderpin-----	Contract for building bridge-----	----	480 00
--	A. Abbott-----	Barn, &c., at Gate No. 6-----	----	29 44
--	Hands-----	Repairs as per vouchers -----	454 24	----
Nov. 30	J. C. Wales-----	Sup't. of repairs -----	41 67	----
--	John Quin-----	Contract for broken stone-----	135 70	----
--	J. P. Elderpin-----	do for building bridge-----	----	300 00
--	Jos. Lynch-----	do for broken stone-----	60 00	----

## ACCOUNT OF EXPENDITURES—Continued.

			Repairs Proper.	Other Items.
1852.				
Nov. 30	B. Ragen-----	Allowance on ditch-----	20 00	----
--	Hands -----	Repairs as per vouchers-----	369 37	----
Dec. 31	J. C. Wales-----	Sup't. of repairs-----	41 67	----
--	B. Ragen-----	100 rods ol ditching-----	43 75	----
--	S. Bucklin & Co.--	Oil, paints, &c.-----	----	15 00
--	J. Miller-----	Painting Green creek bridge-----	----	12 00
--	C. S. M. Gusley---	Special superintendence-----	42 00	----
--	J. P. Elderpin---	Extra on bridge contract-----	----	25 00
--	E. S. Frost-----	Spikes, lead, books, &c.-----	41 28	----
--	Hands -----	Repairs as per vouchers-----	362 28	----
1853.				
Jan. 31	C. S. M. Gusley---	Special superintendence-----	30 00	----
--	J. C. Wales-----	Sup't. of repairs-----	41 67	----
--	J. Brownsbeyer---	Building stable at gate No. 1-----	----	41 35
--	B. Huddleburk---	Contract for broken stone-----	40 00	----
--	Hands -----	Repairs as per vouchers-----	268 12	----
Feb. 28	J. C. Wales-----	Sup't of repairs-----	41 67	----
--	C. Wood-----	Bal. con. for stone, C. Howard-----	----	29 32
--	C. S. M. Gusley---	Special superintendence-----	30 00	----
--	Hands -----	Repairs as per vouchers-----	358 53	----
March 31	E. S. Frost-----	Spikes, wrought nails, &c.-----	----	47 44
--	J. G. Wales-----	Sup't of repairs, &c.-----	43 80	----
--	S. Jefferson-----	Surveying road extension-----	----	2 00
--	C. S. M. Gusley---	Special superintendence-----	30 00	----
--	Hands -----	Repairs as per vouchers-----	419 56	----
April 30	J. C. Wales-----	Sup't of repairs-----	50 00	----
--	Campeld & Mitchel	Hardware bill in full-----	----	18 50
--	S. Bucklin & Co.--	Oil, stamps, stationery, &c.-----	----	24 38
--	C. S. M. Gusley---	Special superintendence-----	30 00	----
--	Geo. Mourney-----	Hands and team filling-----	----	62 50
--	M. A. Morton-----	Contract for broken stone-----	101 30	----
--	Jos. Lynch-----	do do-----	64 03	----
--	Thos. Garell-----	do do-----	100 00	----
--	R. Huddleburk---	do do-----	75 00	----
--	Hands -----	Repairs as per vouchers-----	257 39	----
May 31	J. C. Wales-----	Sup't of repairs-----	50 00	----
--	H. Chardler-----	Bal. on additional gate No. 7-----	----	76 13
--	C. S. M. Gusley---	Special Superintendence-----	30 00	----
--	B. Huddleburk---	Contract for broken stone-----	95 45	----
--	Thos. Garell-----	do do-----	75 00	----
--	J. Brownsbeyer---	do do-----	92 14	----
--	J. E. Hunt-----	Postage stamps-----	----	4 02
--	D. Cooper-----	Com. Pleas costs State v. J. & G-----	----	13 41
--	Hands -----	Repairs as per vouchers-----	278 32	----
June 30	J. C. Wales-----	Sup't of repairs, &c.-----	54 05	----
--	Comager & Lemer	Att'ys fees State v. J. & G.-----	----	161 43
--	Jos. Myers-----	15 barrels of water lime-----	----	20 00
--	Hands -----	Repairs as per vouchers-----	291 47	----
July 30	A. Greyback-----	Mat. & rep'rs, Green co. b'dge-----	83 17	----

## ACCOUNT OF EXPENDITURES—Continued.

			Repairs Proper.	Other Items.
1853.				
July 30	S. Lansing.....	Mak'g 7 bolts, Green co. b'dge	5 00	----
--	J. C. Wales.....	Sup't repairs, att'y's fees, &c.	61 00	----
--	Hands.....	Repairs as per vouchers.....	295 97	----
Aug. 31	J. C. Wales.....	Sup't of Repairs.....	50 00	----
--	John A. Shum.....	9½ days special Sup't.....	14 25	----
--	B. Huddleburk....	Contract for broken stone.....	100 00	----
--	Hands.....	Repairs as per vouchers.....	226 18	----
Sept. 31	L. Caul.....	Post office stamps & act. ....	-----	9 67
--	J. C. Wales.....	Sup't of repairs.....	50 93	----
--	J. A. Stern.....	Special superintendent.....	34 50	----
--	J. Armsted.....	68 rods of ditching.....	17 00	----
--	D. Commers.....	Use of horse teams.....	15 75	----
--	Thos. Gunnell.....	Contract for broken stone.....	74 33	----
--	Jos. Bomberger....	do do.....	97 65	----
--	C. A. Lamb.....	Leveling rod.....	-----	5 00
--	M. A. Morton.....	Clearing ditch on 9th mile.....	20 00	----
--	Hands.....	Repairs as per vouchers.....	180 08	----
Oct. 31	J. C. Wales.....	Sup't of repairs.....	50 00	----
--	S. D. Bancroft.....	Telegraphing, from May 15th.....	8 97	----
--	J. A. Stew.....	Special superintendent.....	30 00	----
--	M. McBride.....	Advance of Sugar cr'k br'dge.....	-----	100 00
--	Jos Lynch.....	Contract for broken stone.....	100 00	----
--	Hands.....	Repairs as per vouchers.....	308 79	----
Nov. 30	J. C. Wales.....	Sup't of repairs.....	50 00	----
--	J. Miller.....	135 rods of ditching.....	15 00	----
--	J. A. Strawn.....	24 days special sup't.....	36 00	----
--	J. J. Parks.....	Lot in Perrysb'g of N.V. Ray.....	-----	50 75
--	G. Conicher.....	Contract for broken stone.....	181 96	----
--	S. Buckland & Co.	Blank books, stationery, &c.....	21 64	----
--	J. J. Parks.....	Cost for right of way.....	-----	37 10
--	D. Cummons.....	Use of team.....	13 50	----
--	Hands.....	Repairs as per vouchers.....	210 47	----
Dec. 31	J. C. Wales.....	Sup't of repairs.....	50 00	----
--	D. Cummons.....	Use of team.....	5 00	----
--	D. Williams.....	Post office stamps.....	-----	6 00
--	J. A. Strom.....	Special superintendent.....	36 00	----
--	J. C. Wales.....	Stove and pipe for office.....	12 80	----
--	Hands.....	Repairs as per vouchers.....	442 80	----
1854.				
Jan. 31	J. C. Wales.....	Sup't of rep'rs as per voucher.....	51 50	----
--	McBride.....	Ballance Sugar creek bridge.....	65 00	----
--	J. Carroll.....	Post office act. and stamps.....	-----	7 25
--	J. Segren.....	13½ cords b'ken stone & labor.....	51 87	----
--	J. G. Isham.....	Massillon bill paid hands.....	-----	25 00
--	Riley & Welder....	Printing blanks.....	-----	23 50
--	Hands.....	Repairs as per vouchers.....	263 74	----
Feb .28	J. C. Wales.....	Sup't of repairs, &c.....	52 50	----
--	Wm. Pheblin.....	Contract for b'ken stone, '51.....	50 00	----
--	W. A. Morton.....	Clearing out ditches.....	68 50	----



## ACCOUNT OF EXPENDITURES—Continued.

			Repairs Proper.	Other Items.
1854.				
Feb. 28	Hands	Repairs as per vouchers	225 32	----
--	J. F. Smith	25 cords stone b'ken & deliv'd	75 00	----
--	F. Wilson	42 ft. new bridge in Fremont	----	147 00
--	J. C. Wales	Sup't of repairs	50 00	----
--	Riley & Wilder	Printing blanks	----	23 50
--	J. A. Stone	Superintendence	17 50	----
--	Parks & Hayes	Ditching	43 75	----
--	Hands	Repairs as per vouchers	263 68	----
April 30	S. Marcey	24 days with horse team	60 00	----
--	P. Russell	do do do	60 00	----
--	H. Guskin	20 do do do	45 00	----
--	J. C. Wales	Sup't of repairs	71 25	----
--	Hands	Repairs as per vouchers	114 75	----
May 31	S. Marcey	24 days horse team	60 00	----
--	P. Russell	do do	60 00	----
--	Pat Keffe	23 do labor	28 75	----
--	J. Rizer	22 do do	27 50	----
--	Wm. Dunlap	2 do do	2 50	----
--	J. C. Wales	Sup't of Repairs	65 00	----
June 30	S. Marcey	26 days with team	62 50	----
--	W. Guskin	17 do do	42 50	----
--	J. C. Wales	Sup't of repairs	65 00	----
--	D. Williams	Postage stamps, &c.	----	6 20
--	Adam	8 copies Thomson's detector	----	----
--	Hands	Repairs as per vouchers	142 42	6 40
July 31	S. Marcey	25 days with team	62 50	----
--	P. Russell	do work of self	31 25	----
--	Pat Keffe	20 do do do	25 00	----
--	J. C. Wales	Sup't of repairs	65 00	----
--	A. M. Farnsworth	Teaming timbers, gate, &c.	10 75	----
Aug. 31	P. Russell	8 days with team	20 00	----
--	E. Carroll	11 do do	27 50	----
--	S. Marcey	27 do do	67 00	----
--	S. Whitaker	8 do do	20 00	----
--	J. C. Wales	Sup't of repairs	65 00	----
--	Hands	Repairs as per vouchers	64 33	----
Sept. 31	S. Marcey	26 days labor with team	65 00	----
--	do	20 do do do	50 00	----
--	J. C. Wales	Sup't of repairs	65 00	----
--	do	90 loads gravel & b'ken stone	35 40	----
--	Hands	Repairs as per vouchers	127 50	----
Oct. 31	J. Riley	Printing abstracts	--	5 00
--	D. Williams	Postage stamps	----	6 32
--	J. C. Wales	Sup't of repairs	65 00	----
--	J. P. Elderhan	Repairs on Woodville bridge	87 26	----
--	Hands	Repairs	314 10	----
Nov. 30	Canfield & Bro.	Wrought spikes	21 60	----
--	Jos. F. Smith	46½ cords broken stone	64 60	----
--	D. Capper	Cost in suit State v. June &c.	----	116 13

## ACCOUNT OF EXPENDITURES—Continued.

			Repairs Proper.	Other Items.
1854.				
Nov. 3	J. P. Elderhan.....	Repairs on Woodville bridge	223 00	----
--	J. C. Wales.....	Sup't of repairs.....	65 00	----
--	Hands.....	Repairs as per vouchers.....	483 59	----
Dec. 31	J. P. Elderhan.....	Repairs on Woodville bridge	144 79	----
--	J. C. Wales.....	Sup't of Repairs .....	65 00	----
--	Hands .....	Repairs as per vouchers.....	223 00	----
Total for the year 1850, 1851, 1852, 1853, 1854....			\$29,807 13	----
Add for repairs in 1849, as is shown in Journal of Records for said road in the office of the Board of Public Works, page 51, the Board not being able to find any detailed statement for said year in the office or elsewhere.....			2,295 34	----
Add to cover expenses of rebuilding three bridges on the original plan, they having been superceded by struc- tures on the form or lattice plan at an extra cost, said cost not being included in the above statement of repairs.....			1,200 00	----
Total for six years.....			34,302 47	7,249 71
Average yearly cost for six years.....			85,715 07	

OFFICE OF BOARD OF PUBLIC WORKS, }  
COLUMBUS, O., April 3d, 1856. }

HON. THOMAS H. FORD, *President of the Senate* :

SIR :—In answer to the resolution of the Senate, “requiring the Board of Public Works to furnish to the Senate, forthwith, a full and detailed statement of the items of the price or cost of keeping the Public Works of the State in repair for the six years next preceding the 15th day of November, A. D. 1854, excluding all items of expenditures not appertaining to repairs, and such as the present contractors are not bound by their contracts to perform ; and that they give, separately, the price or cost of each section, as divided and numbered for the recent letting, and that the statement of each section be furnished separately as fast as the same shall be respectively completed,”—the Board herewith transmit statements of the items of expenditure on sections No. One (1) and Three (3), as required by said resolution.

By order of the Board,

WAYNE GRISWOLD,  
A. G. CONOVER,  
Members of the Board of Public Works.

## SECTION NO. 1.—NORTHERN DIVISION, OHIO CANAL.

Statement showing the amount for "Superintendence and Repairs," excluding all items of expenditure "not appertaining to repairs," and such as the present contractors are not bound by their present contracts to perform.

*For Six (6) Years, from 1849 to 1854 Inclusive.*

1849.				
Nov. 15	Sup'ce & rep's as	per acc'ts of P. Wetherby..	\$3,574 32	
--	do	Jesse Hill.....	5,158 91	
--	do	John Hildt, jr....	3,034 65	
--	do	John Patton.....	3,752 02	
--	do	John Black.....	3,939 90	
--	do	John Howe.....	4,559 09	
--	do	Edward Waite....	3,314 51	
--	do	Enos Hawkins....	5,784 43	
--	do	John Bimler.....	100 00	
				33,217 83
1850.				
Nov. 15	Sup'ce & rep's as	per ac'ts of Paul Wetherby..	2,098 19	
--	do	Jesse Hill .....	1,968 58	
--	do	John Hildt, jr....	1,899 65	
--	do	John Patton.....	2,595 25	
--	do	John Black.....	2,612 57	
--	do	John Howe.....	2,537 17	
--	do	Edward Waite....	501 84	
--	do	Enos Hawkins....	4,195 31	
--	do	Rufus F. Waite..	624 81	
--	do	Henry W. Myers..	1,223 03	
--	do	Wm. Pomeroy....	1,807 87	
--	do	Thos. H. Malme..	1,005 09	
--	do	Horace E. Spencer	1,280 87	
--	do	Vance P. Bonham	1,327 57	
--	do	Jos. Malone.....	857 59	
--	do	John Langhead..	952 61	
--	do	Henry Morgan....	1,764 69	
--	do	John Brimler....	100 00	
--	do	Ira Hawkins.....	1,276 28	
				30,628 97
<i>Repairs on Contract.</i>				
--	Stover & Miller, constructing 3 State board-			
--	ing boats.....	1,500 00		
--	Lawson Waterman, constructing 2 State board-			
--	ing boats.....	500 00		
				2,000 00
1851.				
--	Sup'ce & rep's as	per ac. Henry Myers.....	1,300 87	
--	do	Wm. Pomeroy.....	5,464 05	
--	do	Thos. H. Malone..	2,585 74	
--	do	H. E. Spencer....	2,425 54	
--	do	Vance P. Bonham..	2,454 41	

## SECTION NO. 1—Continued.

1851.					
Nov.	15	Sup'ce & rep's per ac. of	Joseph Malone.....	\$1,488 49	
--		do do	John Langhead.....	3,125 88	
--		do do	Henry Morgan.....	6,190 01	
--		do do	John Bimler.....	100 00	
					25,134 99
1852.					
Nov.	15	Sup'ce & rep's per ac. of	John W. Edgar....	5,728 15	
--		do do	John Bimler.....	100 00	
--		do do	Thos. H. Malone....	6,297 45	
--		do do	Wm. Pomeroy.....	3,269 36	
--		do do	John Langhead....	4,772 78	
--		do do	Vance P. Bonham....	3,599 23	
--		do do	Horace E. Spencer..	2,828 01	
--		do do	Henry Morgan.....	708 51	
					27,303 49
<i>Repairs on Contract.</i>					
Nov.	15	Lawson & Waterman, building scow boats	---	350 00	
					350 00
1853.					
Nov.	15	Supt'ce & rep's as per ac. of	Jno. W. Edgar....	8,262 37	
--		do do	John Bimler.....	100 00	
--		do do	Thos. H. Malone....	563 53	
--		do do	John Langhead....	4,800 99	
--		do do	Vance P. Bonham....	3,640 84	
--		do do	Horace E. Spencer..	4,060 17	
--		do do	Henry Morgan.....	2,736 17	
--		do do	James Billington...	5,616 45	
					29,780 52
<i>Repairs on Contract.</i>					
Nov.	15	L. Waterman, building state boarding boats	---	550 00	
					550 00
1854.					
Nov.	15	Supt'ce & rep's per ac. of	Jno. W. Edgar....	3,377 78	
--		do do	Jno. Langhead....	4,848 27	
--		do do	Vance P. Bonham....	1,446 24	
--		do do	Horace E. Spencer..	1,028 62	
--		do do	Henry E. Smith.....	1,142 35	
--		do do	Jas. Billington....	2,752 44	
--		do do	Charles Rinehart....	391 90	
--		Superintendence and repairs last half year	---	11,839 90	
					26,827 50
<i>Repairs on Contract.</i>					
--		N. C. Winslow, water-lime.....	---	68 75	
--		C. Reeves, construct'g culverts & emb'kments.	---	240 00	308 75

## SECTION NO. 1—Continued.

<i>Walhonding Canal.</i>					
Supt'ce&rep's as per ac. L. Hogle, 1849				2,223	52
do do do 1850,	\$978	17		1,766	61
do do C. J. Love, "	788	44		4,051	62
do do J. G. Perry, 1851,	3,482	46		2,914	36
do do C. J. Love, "	569	16		2,064	72
do do J. G. Perry, 1852				1,796	85
do do do 1853					
do do do 1854					
				14,817	68
<i>Recapitulation.</i>					
Amount, Ohio Canal, (Nor. Div.,) for year 1849				33,217	83
Walhonding Canal, "				2,223	52
Ohio Canal, (Nor. Div.,) " 1850				32,628	97
Walhonding, " "				1,766	61
Ohio, " " 1851				25,134	99
Walhonding, " "				4,051	62
Ohio, " " 1852				27,653	49
Walhonding, " "				2,914	36
Ohio, " " 1853				30,330	52
Walhonding, " "				2,064	72
Ohio, " " 1854				27,136	25
Walhonding, " "				1,796	85
				190,919	73
Average per year, for six years				\$31,819	62

## SECTION No. 3.—SOUTHERN DIVISION OHIO CANAL.

Expenditures of so much of the Southern Division of the Ohio Canal, as is embraced in Sec. No. 3 of Proposals, from the 15th November, 1848, to November 15th, 1854.

<b>1849.</b>			
Nov. 15,	Isaac G. Carr-----	Superintendence and Repairs -	\$6,381 86
--	John W. Milligan-----	do. do.-----	7,392 93
--	James Rankin-----	do. do.-----	6,055 42
--	Charles W. Speaks-----	do. do.-----	4,600 00
--	Robert Lowrey-----	do. do.-----	7,008 89
--	H. Lathrop-----	Rebuilding lock gate-----	500 00
--	S. W. Brown-----	Circleville aqueduct-----	500 00
--	Brown & Nugen-----	Locks 20 and 21, south-----	1,000 00
--	S. W. Brown-----	Superintendent-----	1,000 00
--	Brown & Nugen-----	Locks 20 and 21, south-----	500 00
--	H. Lathrop-----	Rebuilding lock gates, &c-----	250 00
--	Brown & Nugen-----	Circleville aqueduct-----	900 00
--	Do.-----	Locks 20 and 22, south-----	1,800 00
--	S. W. Brown-----	Circleville aqueduct-----	200 00
--	Do.-----	Do. do.-----	1,500 00
--	Do.-----	Do. do.-----	500 00
--	Stephen Harlaugh-----	Building pile-----	1,100 00
--	Brown & Nugen-----	Abutment, Circleville aqueduct-----	200 00
--	Stephen Harbaugh-----	Building pile driver, &c-----	300 00
--	S. W. Brown-----	Circleville aqueduct-----	500 00
--	Stephen Harbaugh-----	Building pile driver, &c-----	300 00
--	H. Lathrop-----	Do. locks, &c-----	300 00
--	Stephen Harbaugh-----	Do. trestle foundation-----	200 00
--	S. W. Brown-----	Circleville aqueduct-----	2,300 00
--	Brown & McConnell-----	Building locks, 29 and 30-----	1,000 00
--	H. Lathrop-----	Do. gates and boats-----	150 00
--	Brown & Nugen-----	Circleville aqueduct-----	12 14
--	S. W. Brown-----	Do. do.-----	50 00
--	Do.-----	Do. do.-----	300 00
--	Hully & Hayes-----	Furnishing water-lime-----	483 28
--	Do.-----	Do. do.-----	263 32
--	Brown & McConnell-----	Locks 29 and 30-----	1,500 00
--	Stephen Harbaugh-----	Building pile driver, &c-----	123 56
For the year 1849,-----			49,171 40
<b>1850.</b>			
Nov. 15,	Isaac Carr-----	Superintendence and Repairs--	\$4,295 66
--	John W. Milligan-----	Do. do.-----	7,310 14
--	James Rankins-----	Do. do.-----	2,255 47
--	Charles W. Sparks-----	Do. do.-----	4,293 45
--	Robert Lowrey-----	Do. do.-----	4,279 44
--	Henry J. Epley-----	Do. do.-----	1,242 32
--	William Hughes-----	Do. do.-----	2,040 24
--	James S. McGinnis-----	Do. do.-----	1,292 06
--	John G. Alexander-----	Do. do.-----	4,507 09

## SECTION No. 3.—Continued.

1850.			
Nov. 15,	Robert S. Winn.....	Superintendence and Repairs ..	\$1,672 42
--	Stephen Harbaugh .....	Building pile driver, &c.....	127 55
--	Brown & McConnell .....	Locks 29 and 30, south.....	250 00
--	Do. do.....	Do. do.....	2,000 00
--	Do. do.....	Do. do.....	4,000 00
--	Do. do.....	Repairing locks, 20 and 21 ..	185 92
--	S. W. Brown.....	Rebuilding two piers, Circle. A.	867 46
--	Do. ....	Do. do.....	579 80
--	Brown & McConnell .....	Locks 29 & 30, south.....	4,419 34
--	H. Lathrop.....	Building lock gates and boats ..	384 00
--	Brown & McConnell.....	Rebuilding two piers, Circle, A	800 00
--	Chamberlin & Crawford.....	Water lime, for aqueduct.....	61 20
--	Brown & McConnell .....	Rebuild. piers, Circle. aqueduct	1,000 00
--	Do. ....	Do. do.....	2,500 00
--	Coulson & Denton.....	Do. Lock 27 and 28, south.....	2,000 00
--	Stephen Harbaugh .....	Lock gates as per contract .....	370 00
		For the year 1850,.....	<u>\$52,733 56</u>
1851.			
Nov. 15,	Henry J. Epley.....	Superintendence and Repairs ..	6,031 31
--	Win. Hughes.....	Do. do.....	4,833 40
--	James S. McGinnis.....	Do. do.....	4,382 69
--	John G. Alexander.....	Do. do.....	5,537 81
--	Robert S. Wynn.....	Do. do.....	939 92
--	Strickler & Carns.....	Rebuilding locks, 49, 51, 52, 55	1,000 00
--	Brown & McConnell.....	Do. 2 piers, Circleville aque.	600 00
--	Coulson & Denton.....	Do. Locks 27 and 28, south.....	700 00
--	Strickler & Carns.....	Do. 49, 51, 52 & 55, S.	800 00
--	Coulson & Denton.....	Do. 27 and 28.....	3,000 00
--	Brown & McConnell.....	East pier, Circleville Aqueduct	526 89
--	Coulson & Denton.....	Rebuild. Locks, 27 & 28, south	1,670 28
--	Strickler & Carns.....	Do. 49, 51, 52 and 55,	1,500 00
--	William Blair.....	Do. Stone culvert.....	1,200 00
--	Strickler & Carns.....	Do. 49, 51, 52 and 55.	1,000 00
--	Do. ....	Do. do.....	3,000 00
--	William Blair.....	Do. Stone culvert.....	2,000 00
--	Chamberlin & Crawford.....	Hydraulic lime.....	217 75
--	Strickler & Carns.....	Rebuild. locks, 49, 51, 52, 55.	3,000 00
--	William Blair.....	Do. Stony Creek culvert.....	2,000 00
--	Strickler & Carns.....	Do. Locks 49, 51, 52, 55 ..	4,700 00
--	William Blair.....	Do. Stony Creek Culvert.....	1,800 00
--	Strickler & Carns.....	Do. Locks 49, 51, 52, 55.	1,413 21
--	William Blair.....	Do. Stony Creek culvert ..	1,000 00
--	Robert S. Wynn.....	Do. Super. and Repairs.....	540 00
			<u>\$53,393 26</u>



## SECTION No. 3.—Continued.

		1851.	
1852.	Henry J. Epley-----	Superintendence and Repairs ..	\$6,998 87
Nov. 15	William Hughes-----	Do. do-----	11,076 16
--	James S. McGinnis-----	Do. do-----	6,910 81
--	John G. Alexander-----	Do. do-----	8,785 16
--	Brown & McConnell-----	Rebuilding locks, 15, 16, 17, S.	1,000 00
--	William Blair-----	Waste gate at Westfall-----	2,800 00
--	Do-----	Stoney Creek culvert-----	176 31
--	John A. Wheeler-----	85 pounds Hydraulic lime----	116 88
--	Hully, Hughes & Co-----	190 Do-----	255 31
--	Simeon Denton-----	Rebuild. towpath bridge, L. W.	300 00
--	William Blair-----	Waste gate at Westfall-----	250 00
--	Simeon Denton-----	Rebuild. towpath bridge, L. W.	250 00
--	M. Cook-----	Stone for locks-----	200 00
--	H. S. Eckhart-----	Do-----	50 00
--	Simeon Denton-----	Rebuild. towpath bridge, L. W.	242 75
--	J. G. Clem-----	Do. lock 25 and 26, south	1,200 00
--		For the year 1852-----	\$40,612 25
1853.	Henry J. Epley-----	Superintendence & Repairs-----	\$10,548 74
Nov. 15	William Hughes-----	Do. do-----	11,744 73
--	James S. McGinnis-----	Do. do-----	7,299 66
--	John G. Alexander-----	Do. do-----	6,636 58
--	J. G. Clem-----	Rebuilding locks, 25, 26, south	1,500 00
--	William Blair-----	Do. waste gate at Westfall	87 00
--	Chamberlain, Crawford,	Water lime-----	136 75
--	Lawson & Waterman-----	Building boarding boat-----	550 00
--	G. W. Herod-----	Lumber for Circle'lle aqueduct	1,150 00
--	Joseph G. Clem-----	Rebuilding locks 25 and 26----	6,300 00
--	Ambros & Lenos-----	Making lock irons-----	30 00
--	M. Bright & Co-----	Do. butts, &c., for aqueduct	900 00
--	Simeon Denton-----	Rebuild. Aqueduct, Columbus,	
--		and T. P. bridge-----	1,000 00
--	Strickler & Carns-----	Do. Locks, 49, 51, 52, 55, S.	138 00
--		For the year 1853-----	\$48,021 41
1854.	Elliott-----	Superintendence and Repairs ..	\$2,483 11
Nov. 15	W. Hayes-----	Do. do-----	2,823 74
--	H. J. Epley-----	Do. do-----	4,777 40
--	J. G. Alexander-----	Do. do-----	2,121 94
--	All Supterintendents-----	Do. do-----	13,144 78
--	Clem & Freeland-----	Rebuilding lock 24, South----	7,856 28
--	Simeon & Dulvin-----	Do. aqueduct and bridge-----	146 37
--	Martin & McGinn-----	Do. lock 23, South-----	6,904 79
--	M. Bright-----	Making boats for aqueduct-----	93 2
--		For the year 1854,-----	\$40,351 63

## SECTION No. 3.—Continued.

## RECAPITULATION.

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Expenditures for the year	1849	-----	\$49,171 40
Do.	do.	1850 -----	52,733 56
Do.	do.	1851 -----	53,393 26
Do.	do.	1852 -----	40,612 25
Do.	do.	1853 -----	48,021 41
Do.	do.	1854 -----	40,351 63
Total for six years -----			<u>\$204,283 51</u>
Average yearly cost for six years -----			<u>\$47,380 58</u>

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# TESTIMONY.

*The following is the Testimony taken by the Committee in the Progress of the Investigation, and referred to in the preceding Report.*

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[No. 1.]

## DEPOSITION OF I. J. RICARDSON.

Answer of I. J. Richardson, of Delaware, Ohio, to interrogatories concerning Myron H. Mills, as a bidder for repairs of the Public Works of Ohio.

To the first interrogatory — I am acquainted with Myron H. Mills, who was a bidder at the lettings of the repairs of the Public Works of Ohio, in November, 1855.

To the second interrogatory — the said Mr. Mills is a contractor upon public works, and as such, has had much experience in contracts for the enlargement of the Erie and Oswego Canals, in the State of New York. He resides at Rochester, in said State.

To the third interrogatory — I know, personally, all the persons named as his securities, to wit: Theodore G. Mills, John M. Hughes, of Cleveland, and John Vernan, and Hiram F. Mills, of Mount Morris, New York. T. G. Mills has been my partner in business, and I believe him to be worth about forty thousand dollars. Mr. Hughes' pecuniary circumstances I have not been acquainted with for the last four years. I knew him formerly as a man of a good deal of means, and as an experienced, safe and judicious business man, and know of no material change in his circumstances, or character, since. Mr. Vernan is a gentleman of large means, reputed to be worth about \$200,000, more or less. He is one of the oldest and most experienced canal contractors in the State of New York, and I am informed, and believe, that he and H. F. Mills, above named, are now, and have been for some time past, copartners with the said Myron H. Mills, in contracts for the enlargement of the Oswego Canal, and I feel confident that the two former would not have united with the latter, in such contracts, had he not been altogether competent and trustworthy. H. F. Mills is a wealthy man, estimated to be worth from \$100,000 to \$200,000.

To the fourth interrogatory — I am not acquainted with the pecuniary responsibility of the said Myron H. Mills.

To the fifth interrogatory — This is substantially answered above. I believe the extent of the pecuniary responsibility of Mr. Mills' security to be in the neighborhood of \$400,000, and taking into consideration the character of the men, I do not believe that better security, for the amount, can be obtained.

I further state that Mr. Steedman, Prest. of the Board, stated that Mr. Mills' propositions were rejected because his securities resided out of the State.

I. J. RICHARDSON.

## [No. 2] DEPOSITION OF SAMUEL DOYLE.

I was one of the company of Saml. Doyle & Co., who bid on Section 1, of the Public Works, in November, 1855. The company consisted of myself, Thomas Miller, and, I think, (but am not certain about it,) Saml. G. Foster. We bid \$24,985; our bid was in good faith, and we desired the work at that price, and had informed ourselves of the previous cost, by a thorough inquiry. I have been engaged, more or less, on Public Works, ever since 1824, or '25. We considered the price a fair one, and that reasonable profits could be realized by doing the work at that price. We proposed Wm. Dickey, Saml. Galloway, and Emanuel Cryder, for security, and I consider them amply responsible, and our bid was not objected to on the ground of our lack of responsibility, or the insufficiency of our securities. I think Dr. Griswold did say to me, that we had got enough without this section, and this was after the awards.

SAMUEL DOYLE.

Sworn to and signed before the Committee, June 23, 1856.

C. S. HAMILTON, *Chairman.*

## [NO. 3] DEPOSITION OF WILLIAM MILLER.

I, William Miller, being duly sworn, upon my oath do say, that I was a bidder on the Public Works, at the lettings in November, in 1855, on Section Number One, and that my bid on said Section was \$24,800, per annum. Section Number One, includes the Ohio Canal from Roscoe to Cleveland, and the Walhonding Canal. The Commissioner, Dr. Griswold, informed me that the work had been let to A. Medbery & Co., at a higher rate than my bid, and upon my inquiring why the work was not awarded to me as the lowest bidder, he appeared rather confused, and gave me no definite answer. I bid upon this work in good faith, and desired to obtain the contract for the sum specified, \$24,800, which I believed quite sufficient to keep the section in repair. My securities were Oliver P. Hines, H. S. Knapp, William Trevitt, William D. Morgan, Asahel Chittenden, Dr. John Dawson, Jr., and Henry Miller. I had the consent of all these gentlemen, to use their names as my securities, and I proposed to give any additional security, that might be required by the Board. These gentlemen are worth at least \$150,000. I am well acquainted with their circumstances. The Commissioner, Dr. Griswold, after the lettings, informed me that my securities were ample, and that my reputation as a business man was all sufficient. No satisfactory explanation was ever given me, as to the reason why this contract was not awarded to the lowest bidder.

I am one of the contractors, at present, on widening and deepening the Lancaster Side Cut Canal.

WM. MILLER.

Sworn to, and subscribed before me, on the 21st day of Oct. 1856.

JOHN A. BLAIR,

*Chairman pro. tem. of the Com. on P. W.*

## [NO. 4] DEPOSITION OF HENRY MILLER.

I am acquainted with W. S. V. Prentice; he is a prompt, efficient, thorough business man, and a man of strict integrity.

I am also acquainted with the following persons, offered by him as securities for the performance of his bid on Section No. 2. of the Public Works: C. J. Wetmore, W. H. Mitchell, E. C. Miller, John K. Miller, and I believe them to be worth at least \$150,000.

HENRY MILLER.

COLUMBUS, June 6th, 1856.

Sworn to, and subscribed before me, by Henry Miller, June 6, 1856.

C. S. HAMILTON,

*Chairman Com. P. W.*

[NO. 5.]

## DEPOSITION OF SAMUEL DOYLE.

I am one of the firm of Doyle & Miller, bidders and contractors on Section No. 2, of the Public Works of the State. Our firm consisted of myself, Thomas Miller, E. S. Hamlin, and Samuel Foster. Foster was an engineer for the State, on the Muskingum Improvement, and perhaps on some other works, but on no part of Section Two. We subsequently bought his interest out, I think the next day after the awards. I think we allowed him forty-five hundred dollars. We gave E. S. Hamlin four thousand dollars; we bought his interest on the 17th May.

Lewis W. Sifford claimed afterwards, that he had declined to bid on this Section, on account of an understanding, I think with Foster, that he was to have an interest in the contract, or that some one of our firm, I think Foster, had intimated to him that he should have something, if he would not bid; provided we got the contract. I think he talked with Foster. We gave him four thousand dollars.

We had some conversation with Dr. Griswold, about taking Hamlin into our firm, I do not remember whether before or after we put in our bid, and he rather expressed a wish that we would take him in, or that he was gratified that we had taken him in. I think this talk was after the awards were made.

L. W. Sifford was an engineer on the Ohio Canal, on a part of Sections Two, and all of No. Three, and he is still an engineer on a part of Section Two, and on all of Section Three.

It was understood at the time that we bid, that Mr. Foster had resigned as engineer, and I believe he had resigned.

SAMUEL DOYLE.

*Sworn to before the Committee, June 23, 1856.*

C. S. HAMILTON, *Chairman.*

[No. 6.]

## DEPOSITION OF SAMUEL G. FOSTER.

Samuel G. Foster, being first duly sworn, deposeth and saith:

Ques. Were you one of the firm of Doyle & Miller, bidders on section No. 2, and of the firm of Samuel Doyle & Co., bidders on section No. 1, of the Public Works?

Ans. I was.

Ques. Were you an engineer in the employment of the State, at the time these bids were made, and at the time the contracts were awarded on those two sections?

Ans. I was an engineer on the Hocking canal and the Muskingum Improvement, and in the employment of the State. On the 11th or 12th of November, and before these bids were put in, I made out a written resignation, and handed it to Dr. Griswold; this was done in good faith, and with the full intention on my part that the resignation should take effect.

Ques. How came it about that the resignation was not accepted?

Ans. Owing to the said firm, of which I was a member, getting no contract, only section No. 2 and No. 4, I thought the interest was too small, as there were five of us in No. 2, and four of us in No. 4, and I sold out my interest, immediately after the contracts were awarded to us.

Ques. What did you get for your interest in section No. 2?

Ans. I got forty-five hundred dollars—part paid.

Ques. Who were all the members of the firm on section No. 2?

Ans. They were Samuel Doyle, Thos Miller, E. S. Hamlin and Lewis W. Sifford, and myself; besides these, there were no others interested.

Ques. Who is Lewis W. Sifford?

Ans. He was, as far as I know, and is now, an engineer on the southern division of the Ohio canal. I think he was an engineer on about two-thirds of what is now section No. 2. He was bought out before I was. He was to receive, as I recollect it, four thousand dollars.

Ques. Did you ever hear either of the members of the Board of Public Works say whether it was a matter of party or public policy that he favored the letting of the Public Works to be kept in repair by contract?

Ans. I never heard either of them say any thing about it, except I have heard Mr. Griswold say it would be beneficial to the State to let the Works out.

Ques. Who were the original Lesees of the National road?

Ans. Joseph Cooper, Samuel Doyle and myself.

Ques. Were there any other persons interested in it, directly or indirectly, or has any one else received, or is any one else to receive any thing from your company, or any member of your company, or from any one else for them, or either of them, for any connection he has now, or has had heretofore, at any time, with the lease of the National road?

Ans. Not to my knowledge—since we took the lease Mr. Doyle bought Cooper out.

Ques. Has any member of the present, or any former Board of Public Works, ever received any thing from your company, or any member of your company, in consideration of, or in consequence of, any connection he had at any time, or has now, or is to have hereafter, directly or indirectly, or contingently, with the letting or lease of the National road? Or is any such person to receive hereafter, in any event, or upon any contingency, any thing in consequence of any connection with, or interest in, that lease, or for any services rendered, or to be rendered, by him, in any manner connected with the letting, or lease, or the modifying of your contract, for keeping the said road in repair?

Ans. Not to my knowledge—except that we have paid E. S. Hamlin for professional services, for examining the contracts, the law, &c., just as we have paid Mr. Hunter, Mr. Warden and others, for like services, but Mr. Hamlin has not had, nor has now any interest in it in any way.

Ques. Has any member of the present, or any former Board, any interest in the lease or in the profits of it? or has any such person had any interest whatever in the contract?

Ans. Not to my knowledge.

Ques. Are you interested in any other contract for keeping the Public Works in repair, except section No. 2, as stated above?

Ans. I am not now—I was interested in section No. 4, (to wit: the Hocking canal,) myself, Samuel Doyle, Dennis M'Carty and E. S. Hamlin were bidders on this section in the name of Dennis McCarty, and that work was awarded to us. I sold out my interest in this section immediately after the contract was awarded to us, for which I was to get fifteen hundred dollars, for which I took a note. I had resigned before this bid was put in, as explained heretofore.

Ques. Did your company or any of them pay anything to Forrer, Buit & Co., for declining to take this section?

Ans. Not to my knowledge.

Ques. Had the Board made out estimates of the average cost of the different sections for the last six years preceding the lettings, and were they exhibited to bidders prior to the lettings?

Ans. Shortly after the notice was given, I, in connection with S. Woods, a clerk in the employment of Samuel Doyle, went into the office of the Board of Public Works, and under o k to make out an estimate of the average cost of the several sections for the last six years. As Doyle and myself intended to bid, we were doing this at our own expense, for our own use. A few days prior to the lettings, Mr. Steedman requested me to furnish my estimates of the cost of the sections. I declined as we had made them out for our own use, except that as I was engineer on the Muskingum Improvement, and the Hocking canal, I thought that the Board had

a right to require me to give my estimates on these works, and I gave them, and subsequently we gave them the totals of our estimates on each section ; but on the two sections under my charge I offered to give the items. I showed my estimates on these two sections to all bidders and others who requested me to show it.

The average cost of these sections as reported by the Board to the Senate on the 7th March, 1856, are substantially the same as those made out by myself and S. Wood, except on section 6, and on some of the sections the identical estimates made by me and S. Wood. On No. 8 I made no estimate.

My estimate included superintendence, special superintendence, damages for materials, taken to repair, &c., and everything so far as I recollect, except engineer's salaries. It did not include the weigh lock at Cleveland, nor the lock-houses. My estimate included awards for damages, and it included all structures made during the period of six years, so far as I recollect.

S. G. FOSTER.

[No. 7.] DEPOSITION OF JOSEPH SHADDINGER.

Joseph Shaddinger being sworn, says :

I am of the firm of Cooper, Shaddinger & Co., bidders on the Public Works in November, 1855, and to whom the contract on No. 3 was awarded. The firm consisted of myself and Joseph Cooper, only.

These bids were put in by Joseph Cooper, and, as I understood, in the name of Cooper & Co., and the term company was to represent myself. My name was added, I believe, by Mr. Cooper, and he omitted to erase the term company. There was never any one interested, in any manner, in the contract on No. 3 but myself and Mr. Cooper. I was acting for myself, and in no manner represented any one else. I sold my interest to Joseph Cooper. I never knew of any member of the Board of Public Works receiving any money, or other valuable thing, from any bidder or contractor, nor of any understanding by which any member is hereafter to receive anything, in any event, or upon any contingency, from any bidder or bidders, or from any contractor or contractors, or from any one else, by the procurement of any one in any way interested in, or connected with the bids or contracts ; and I never had any conversation with any member of the Board, in relation to the bids or contracts.

There was an understanding between Mr. Cooper and myself, that, if we got enough of the work to warrant it, we would take in another partner, and it was understood that Mr. McLean was to become interested ; but as we got only Section No. 3, he never took any interest in it, nor never had any connection with it.

J. SHADDINGER.

[No. 8.] DEPOSITION OF DENNIS McCARTY.

Dennis McCarty, being sworn, says :

I was a bidder only on Section No. 4 of the Public Works, at the lettings in November last. Samuel Doyle, E. S. Hamlin, and S. G. Foster, were all who were interested. None of these parties are now interested except Samuel Doyle. I do not know what was paid to Foster, but we paid to Hamlin a thousand dollars, as I remember, for his interest. There was nothing paid to Forrer, Burt & Co., for withdrawing their bids. I bid on Section No. 4, \$9,940, and after the bids were opened, it was suggested to me by some one, I do not remember who, that if I would reduce my bid within the average, that the work would be awarded to me ; and I did modify my bid in accordance with this suggestion, and the work was awarded to me at \$9,650.

The persons interested with me in the contract for widening and deepening the side-cut at Lancaster, are William Miller, Thomas Miller, Samuel Doyle, and Geo. Foster. There are no others interested, in any manner whatever, to my knowledge. I had no assurance nor intimation, before the award, from any member of the Board, that I should have the work. I never requested William Hughes to put in a bid on this work. He did put in a bid. I understand that the other members of the company had agreed to pay Hughes something, I do not know how much; I do not know whether it was paid or not. He demanded five hundred dollars, and I said it was a swindling game, and refused to pay it, or any other sum, and I left, and as I left Doyle said to me, not to get in a passion; and what was done afterwards, I do not know, nor whether they agreed to pay him three or five hundred dollars.

My bid was put in by myself, and was in no manner altered afterwards, by myself, or any other person.

DENNIS McCARTY.

Sworn to before the Committee, at Lancaster, July 12, 1856.

Attest:

JOHN A. BLAIR, *Clerk.*

[No. 9.]

#### DEPOSITIONS OF HENRY MILLER AND E. E. SHEDD.

I did bid on Section No. 4 of the Public Works, at the letting in November last. My bid was made in good faith, and I desired to take the contract at the sum named.

My securities offered were, William Miller, Jonathan Miller, and Eli Miller. I am acquainted with the securities, and they are worth at least sixty thousand dollars in the aggregate. My bid was never objected to by the Board, to me, nor did I ever hear from them why my bid was rejected. After the contract was made with other parties, one of the Board of Public Works, viz: Dr. Griswold, told me that my bid was considered entirely responsible, but that the Board feared I would lose money at the price bid, and for that reason my bid was rejected. This statement is made in answer to interrogatories addressed to me by C. S. Hamilton.

COLUMBUS, June 6th, 1856.

HENRY MILLER.

Sworn to by Henry Miller, before me, and signed by him in my presence, June 6th, 1856.

C. S. HAMILTON,  
*Chairman Com. on P. W.*

I am acquainted with Henry Miller's circumstances, and the extent of his pecuniary responsibility is not less than thirty thousand dollars. This statement is in reply to interrogatories addressed to me by C. S. Hamilton.

E. E. SHEDD.

Sworn to by E. E. Shedd, before me, this 6th day of June, 1856.

C. S. HAMILTON,  
*Chairman Com. on P. W.*

[No. 10.]

#### DEPOSITION OF E. E. SHEDD.

Ques. Were you a bidder on Section No. 5 (Muskingum Improvement) of the Public Works of the State, at the lettings in November, 1855?

Ans. I was.

Ques. Was your bid objected to on the ground that you were not responsible, or because of the insufficiency of your security?

Ans. It was not.



Ques. What is the probable extent of the pecuniary responsibility of the persons offered by you as security; that is, Lorenzo English, Francis Carter, A. S. Decker, S. M. Smith, and Henry Miller?

Ans. At least one hundred thousand dollars.

Ques. Was your bid made in good faith, and did you really desire the work at that price?

Ans. It was made in good faith, and I did desire to take the work at the price named in the bid; that is, at \$18,999.

(Signed) E. E. SHEDD.

Sworn to, and signed by E. E. Shedd, before me, May 28<sup>th</sup>, 185 , at Columbus  
C. S. HAMILTON,  
*Chairman Com. on P. W.*

[No. 11.] DEPOSITION OF I. J. RICHARDSON.

Answer of I. J. Richardson to interrogatories concerning himself as a bidder for Repairs of the Public Works of Ohio:

To the first interrogatory I answer—That I was a bidder for repairs on said Section No. 5, at the time above mentioned.

To the second interrogatory I answer—That the work on said Section was not awarded to me, but on what ground I have never been informed. That it was not on the ground of the insufficiency of my securities, I have reason to believe, as Mr. Steedman, President of the Board of Public Works, acknowledged to me, that he was informed, before said Section was let, by a person entitled to confidence, that I was an experienced contractor, and that my own responsibility and that of my securities were sufficient.

To the third interrogatory I answer—That I have been engaged in contracts for the construction of portions of the Erie and Genesee Valley Canals, in the State of New York, and for the construction of locks on the latter canal, and in other public works of a similar character in said State, in which I have had long experience as a contractor, and also have had experience as a railroad contractor in the State of Ohio.

To the fourth interrogatory I answer—That, according to the best of my recollection, the following were among the names of my sureties, to wit: Hiram G. Andrews, and J. C. Evans, of Delaware, Ohio; David H. Richardson, of Henrietta, Monroe county, New York; Robert J. Howland, of Cayuga county, in the latter State, and others. The pecuniary responsibility of the security whose names are above given, would not fall much, if any, short of half a million of dollars.

I further state that I am, and have been for near five years past, a resident of Delaware, Ohio, and have, within that period, as a contractor with others, constructed and completed sixteen miles of the Springfield, Mt. Vernon and Pittsburgh railroad, embracing some of the heaviest work to be found on any railroad in this State—that I am well known in Columbus, where my own pecuniary circumstances and those of my Ohio sureties above given, could have been ascertained without difficulty, had the information been wanted; and, that, for several days prior to and during the time of said letting, I was at Columbus frequently, in the office of the Board of Public Works.

I. J. RICHARDSON.

## [No. 12] DEPOSITION OF JAMES W. CROOKS.

I, James W. Crooks, upon my oath, do say—That I am collector of tolls on the Hocking Canal, at Logan; that I have resided here about fifteen years; that during that time I have been well acquainted with the condition of the Canal, and I have never known it to be as much neglected as during the present season.

Heretofore from ten to thirty hands were kept constantly employed in keeping it in repair, but this season comparatively nothing has been done. Bars have been suffered to form in the Canal, so as greatly to impede navigation. One of the bars at Boner's Lock, five miles west of Logan, and another at Green's, seven miles west of Logan, were formed in the Spring, and were not removed until the middle of October.

About the middle of October, from six to twelve boats at a time, were detained at Boner's Lock, some of them from two to three days. Saw logs were suffered to float in the Canal, both East and West of this place, nearly all the season.

I wrote to the Board of Public Works, giving information of the bad condition of the Canal. There could have been considerable more shipping done from Nelsonville to Lancaster, from Nelsonville to Athens, and from Athens to Lancaster, had the Canal been kept in proper condition. I understand the contractor receives from the State, for keeping Section Number Four in repair, nine thousand six hundred and fifty dollars per annum; and from the best information I can gain, I do not believe he has expended upon the work fifty dollars a month.

JAMES W. CROOKS.

Sworn to and subscribed before me this 30th day of October, 1856.

J. W. LYONS, J. P.

Signed in the presence of JOHN A. BLAIR.

LOGAN, October 30, 1856.

## [No. 13.] DEPOSITION OF JAMES W. CROOKS.

James W. Crooks, being recalled and sworn by me, to make full and true statements with regard to the supervision and care of the Hocking Valley Canal, sayeth further—That the engineer appointed on this Division of the Public Works, has, to the best of my knowledge, not been down the Valley to Logan, Nelsonville or Athens, this season. I am well acquainted with Mr. Samuel G. Foster, and had he been down I should have known it.

JAS. W. CROOKS.

Sworn to and subscribed before me this 30th day of October, 1856.

SAMUEL P. VANATTA,

*Notary Public, in and for Hocking county, Ohio.*

Signed in presence of JOHN A. BLAIR.

LOGAN, October 30, 1856.

## [NO. 14.] DEPOSITION OF CHARLES W. JAMES.

Charles W. James having been duly sworn, deposes and says:

I have resided in Logan about twenty-four years. Heretofore, it has been usual for the State to keep a number of hands employed on this division of the Canal, sufficient to keep it in good repair, but this season, serious complaints have been generally made, in regard to the manner in which the contractor has neglected the work. The firm, of which I am one of the partners, employed a boat to go to Nelsonville for coal, in the latter part of August, and the boat was detained some

four or five days on a bar, and then it was impossible to bring up a full load. In my opinion, much more business could have been done this season on the Canal, had it been kept in better condition.

I am well acquainted with the engineer in charge of this work, Samuel G. Foster, and I have not seen him along this Division of the Canal, this season.

C. W. JAMES.

Sworn to, and signed in my presence, this 30th day of Oct. 1856.

JOHN A. BLAIR.

[NO. 15.]

## DEPOSITION OF THOMAS MILLER.

Thomas Miller being sworn says :

I am one of the firm of Doyle & Miller, bidders on Section No. 2, of the Public Works. Our firm consisted of myself, Samuel Doyle, E. S. Hamlin, Lewis W. Sifford, and Samuel G. Foster. Samuel Foster is an engineer of the Muskingum & Hocking. Lewis W. Sifford was, and is now an engineer on the Ohio Canal, and is now the acting engineer over a portion of Section No. 2, I think about thirty-six miles. Samuel Doyle and myself are the only parties now interested in the contract. We bought out the interests of Foster, Hamlin and Sifford. I think we gave \$4,000 to Sifford, \$4,000 to Hamlin, and I think to Foster \$4,500. These purchases were made on the condition that if the contracts were annuled, they were to refund the money with interest. I never heard any member of the Board say anything as to the reason why the contract was awarded to us, and not to other persons who put in lower bids than we did, prior to the time when the awards were made public. Myron H. Mills' bid was lower than ours, and I heard, I think, Mr. Steedman say that the Board had no knowledge of Mr. Mills, and it was not their business to go out into the streets to inquire. I never heard any member of the Board say anything that indicated any intention on their part to award the contracts to men of particular politics. I know of no officer or clerk who received, or was offered, anything for any disclosures made, as to the average cost of keeping the various sections in repair.

I was also one of the firm of Samuel Doyle & Co., bidders on Section No. 1. We bid, I believe, \$24,935; but this Section was let to A. Medbery & Co. I believe, for \$27,500. I do not know that the members of the Board said anything by way of justifying themselves in so letting this Section. The securities offered by us, were Wm. Dickey, Samuel Galloway, and Emanuel Cryder. I think the securities were within the aggregate \$130,000.

I know of no persons receiving anything from any bidder, on condition that he should not bid on any Section.

Section No. 4. I am acquainted with the securities offered by Henry Miller, on Section No. 4, to-wit: William Miller, Johnathan Miller, and Eli Miller. They are worth perhaps, \$150,000.

## LANCASTER SIDE-CUT.

I was one of the firm that contracted to deepen and widen the Lancaster Side-Cut, in June, 1856. That firm consisted of myself, William Miller, Dennis M'Carty, Samuel Doyle, and George Foster, brother to Samuel G. Foster. It was at the suggestion of Samuel G. Foster, that George Foster became a member of the firm.

On that work I put in a bid, Samuel Doyle put in a bid, William Miller put in a bid, and Dennis M'Carty put in a bid. It was understood that each of these bids was put in for the benefit of all of us; and it was awarded to the bid of M'Carty.

which was the lowest one put in by any of us. Our object in putting in different bids was this : we could not tell beforehand but that some of our bids might be rejected, because some of us had other contracts on the Public Works ; or some of our bids might be rejected because of a want of responsibility, or for some other reason.

William Hughes had put in a bid lower than either of ours, and he proposed to withdraw that bid, and demanded three hundred dollars for so doing ; and I drew a check for that sum, for him. Hughes' bid was nineteen cents per yard ; we got the work at thirty-three and one half cents.

### HOCKING CANAL.

This work was awarded to Dennis M'Carty, I believe. E. S. Hamlin, Samuel Doyle, and Samuel G. Foster, were interested in the contract. Since the awards were made, M'Carty & Doyle have bought out Hamlin & Foster. I believe Foster got for his interest, a thousand, or more dollars. I think Hamlin got a thousand dollars for his interest.

THOS MILLER.

Sworn to, and subscribed before the Committee, Oct. 24th, 1856.

JOHN A. BLAIR.

### [NO. 16.] DEPOSITION OF SAMUEL M. YOUNG.

MAUMEE CITY, November 19, 1856.

Samuel M. Young being sworn, says :

I am one of the contractors for keeping that part of the Public Works in repair, known as Section No. 6. Elijah Dodd and myself are the contractors, under the name of Samuel M. Young & Co. There are no other persons interested in the contract. Dodd and myself are equal partners. No other person receives, in any way, any portion of the profits. I know of no one who has had any interest, either in the contract, or the profits arising from it. I put one bid of \$32,000 in.

The bids of John C. Allen & Co., H. H. Forsyth and J. M. Gloyd, were put in at my suggestion, and for my benefit. I first put in the bid of \$32,000, and found shortly after it was put in, that it was known what my bid was, and I then put in the bid of H. H. Forsyth, of \$28,000. After this, I received an intimation from J. G. Isham, or from E. Dodd, that Backus, of the firm of J. & W. Dickey & Co., had put in a bid of \$24,900, or \$25,000, and I then put in the bid of J. C. Allen & Co. I did not know that these intimations came from, or through, any member of the Board, or their clerk.

I had heard it said, that James B. Steedman had said, if Dodd went into partnership with me our heads would be cut off, or something to that effect. I had heard that he had said so to ——— Dickenson, of Fremont. I do not remember who told me.

I never received any intimation from James B. Steedman, that he intended Dodd and myself to have this contract, nor did I ever receive any intimation from any other person, that it was intended that we should have this contract. Dodd is, or has been a brother-in-law of J. B. Steedman.

I have no recollection of ever having any consultation with Jonathan Burt, Wash. M'Lean, or Joseph Cooper, or E. S. Hamlin, in relation to the lettings, prior to the lettings, or any other person in their interest, or in any way connected with them, to my knowledge.

Ques. Did you pay any money, or other valuable thing, to any member of the Board, or to any person for any one of them to secure the contract ?

Ans. I did not in any shape, or agree to.

Ques. Did you pay any money to any one to secure the withdrawal of the bid of J. & W. Dickey & Co.

Ans. I paid no money.

Ques. Did you give any note or notes, or agree in any way to pay any thing to secure the withdrawal of that bid?

Ans. I gave four notes, each for one thousand dollars. I have paid two of them.

Ques. Was there an estimate of the average cost of Section No. 6 exhibited to bidders?

Ans. I think Mr. Blickensderfer told me it cost about \$45,000. I never saw an estimate that was made by the Board. Dodd and myself made an estimate, and we relied upon this and estimates made by others. There was never any intimation given that it cost less than the sum named by Mr. Blickensderfer, which come from the Board, or from any clerk in the office, or any one in any way connected with the office of the Board, or with the Public Works.

Ques. Is there any understanding, that any person who was a member of the Board of Public Works at the time of the lettings, is to receive anything from you or from Mr. Dodd, in consequence of any connection he has with the contract; or is any such person to receive any thing from you or Mr. Dodd, on any condition, or in any contingency whatever?

Ans. There is no understanding that any such person is to receive any thing, on any condition, or any contingency from me; or, so far as I know, from Mr. Dodd. And no such person has any interest, or is to have, upon any contingency, in the contract, or the profit of it, so far as I have any knowledge, intimation, or belief.

The reason of my putting in the subsequent bids of Forsyth, and Allen & Co., was, that I had an intimation that Backus had found out what my bids were, and had underbid me. I had before made up my mind that he should not have it at any price—he having, by being engineer, perfect control in directing the vote of all the employees of the canal.

The proposition of Backus, for Dickey & Co., was, that if their bid was withdrawn, and the contract should be awarded to me on the bid of H. H. Forsyth & Co., of \$28,000, then I should pay them \$4,000. This I agreed to, and after the contract was awarded to Samuel M. Young & Co., I still felt bound to carry out the spirit of the agreement, as they said they understood it, though I did not so understand it, and accordingly the notes were given, payable in one year.

Elijah Dodd knew nothing of the other bids; that is, those of H. H. Forsyth, John C. Allen and J. M. Floyd, being put in until subsequent to the time of the lettings. I afterward informed him of it, and also that I was to pay \$4,000, but I do not know that I told him that it was to be paid to Dickey & Co.

SAMUEL M. YOUNG.

Sworn to and subscribed before the Committee, this 19th day of November, 1856, at Maumee City.

JOHN A. BLAIR.

MAUMEE CITY, NOV. 21, 1856.

Samuel M. Young, being re-called, says:

The bids of H. H. Forsyth, J. M. Floyd, J. C. Allen & Co., and Samuel M. Young & Co., were all written by him, and thinks he disguised his hand-writing in two of the bids, but does not remember which two. He had a conversation with Dr. Oscar White, who said he had had a conversation with Mr. Conover, member elect of the Board, and was assured by him that if any of the contractors

thought they had taken the contracts too low, after that fact was ascertained, there would be no objection, he presumed, by the Board, to their relinquishing the contracts, or at least he should urge no objections, and he felt secure in putting in the subsequent bids, which were in the names of Floyd, Forsythe and Allen. He felt at the same time that his bid of \$32,000 was as low as he could do the work, and he is of the same opinion now.

SAMUEL M. YOUNG.

[No. 17.]

DEPOSITION OF ELIJAH DODD.

Elijah Dodd, being sworn, says:

I am one of the contractors for keeping in repair that part of the Public Works known as Section No. 6. Samuel M. Young and myself are the contractors on this section; there are no other persons interested in the contract; there has never been any person interested in it beside Young and myself. No other person, to my knowledge, has received, or is to receive, any portion of the profits arising from the contract. Mr. Steedman did not suggest to me to form a partnership with Samuel M. Young. I once asked Mr. Steedman if a bid of Mr. Young and myself would be considered good, and he thought it would. We were both at Columbus at the time of the lettings, and I think Mr. Young wrote and put in the bid. I have one half the contract, and Young has the balance, and we divide the profits equally. There are no writings between us; the contract is a verbal one. Mr. Young has, up to this time, drawn the checks; but there is no understanding that he is to do it, and that I am not to do it.

I do not know that Mr. Young ever paid any thing to John C. Allen, or any other person, to induce them to decline to take this section on the bid of John C. Allen & Co. I never paid any thing to any one, to have that firm decline to take that contract.

I do not know who composed the firm of J. & W. Dickey & Co., further than appears from the names given in the bid. I do not know whether Abner L. Backus was one of that firm or not; I have heard it said that he was a member of some firm of bidders, but do not know whether it was the firm of J. & W. Dickey & Co. or not. I think, perhaps, it was this firm.

I never gave any thing to any one to induce the firm of J. & W. Dickey & Co. to decline taking the contract on Section No. 6 at their bid. Mr. Young has done all the financiering of our firm, and I do not know that he paid any thing for that purpose; nor do I know that he has agreed to pay any thing, to any one, for that purpose.

Question. Has not Mr. Young intimated to you that there were some obligations to discharge, or some debts to pay, which were in some way connected with the withdrawal of the bids of John C. Allen & Co., and J. & W. Dickey & Co., or having something to do with your getting the contract at your bid?

Answer. He has not intimated to me that we were in any way bound to pay any thing, or had incurred any debt for any such purpose as indicated in the question. He has told me that there were some debts made, which he did not explain to me, and I do not know their amount, or for what they were incurred.

ELIJAH DODD.

## [No. 18.] DEPOSITION OF ABNER L. BACKUS.

Abner L. Backus being first sworn says :

I have been an engineer of the State on the canal from Manhattan to St. Marys; and to the State line, this was from April, 1851, to January, 1856.

I was one of the firm of J. & W. Dickey & Co., bidders on Section No. 6, at the lettings of the Public Works to be kept in repair, in Nov. 1855, our bid was \$24,900.

Ques. What induced your firm to decline to take that contract at your bid ?

Ans. So far as I am concerned it was withdrawn because I thought more money could be made by withdrawing the bid than by taking the contract. I heard no intimation from any one, nor did any one of our firm, to my knowledge receive any intimation that we were not to have this section at our bid.

Ques. Did you receive any money or other valuable thing for withdrawing your bid on section No. 6 ?

Ans. I received from Samuel M. Young a thousand dollars for withdrawing the bid. It was understood that each member of our firm was to receive a thousand dollars. There were four of us : J. Dickey, W. Dickey, Samuel Doyle, and myself.

Ques. Was there an understanding that any other person was to receive any share of this money ?

Ans. Not to my knowledge. No one ever got a dollar from me, either directly or indirectly—nor did any one of our firm, to my knowledge, ever pay, or agree to pay, any portion of it to any one.

Ques. Who made out the estimate of the average cost of sections No. 6 and No. 7 ?

Ans. I do not know who made them out. An estimate of the average cost of repairs was made out by some one, and laid upon the desk of the secretary, for several days, about the time of the lettings. We relied upon an estimate of the average cost made by ourselves.

Ques. It appears from the report of the Board made to the Senate March 7, 1856, that the average cost of section No. 6, as exhibited to bidders, was \$45,971 17, was this more than the actual cost ?

Ans. I am not able to state.

Ques. Were you one of the firm of J. & W. Dickey & Co.—bidders on section No. 7 ?

Ans. I was. The firm was composed of J. Dickey, W. Dickey, Samuel Doyle and myself. We were all well acquainted with the canal on this section, and we believed we could make money on the work at our bid of \$99,900. I have been an engineer for the State most of the time since 1838. The Dickeys had been connected with the canals for some 25 to 30 years as contractors, and are men of great experience in the management of works of this kind, and are men of undoubted responsibility and integrity. No reason was ever given, so far as I know, to either of us by any member of the Board why they did not award this contract to us. No objection was ever made, that I ever heard of, to our firm because it was not responsible, or did not offer good security.

ABNER L. BACKUS.

## [No. 19.] DEPOSITION OF SAMUEL DOYLE.

J. & W. Dickey & Co., bid on Section 6 ; that company was J. and W. Dickey A. L. Backus and myself. Our securities were the same as those on No. 7. We withdrew our bid ; Backus withdrew the bid ; and I understood from him that we

could get something, I think from Young & Co, if we would withdraw. Young never spoke to me about it; I never got any thing; I do not know that any of the company got any thing, but it was understood that we were to have something; and I was to have a thousand dollars if they done well on the contract. Backus was an engineer on this section at this time.

SAMUEL DOYLE.

Sworn to before the Committee, June 23, 1856.

C. S. HAMILTON, *Chairman*.

[No. 20.]

DEPOSITION OF E. S. HAMLIN.

E. S. Hamlin, being first duly sworn, deposeth and says :

I was one of the firm of Doyle & Miller, bidders on Section No. 2, of the Public Works, at the lettings in November, 1855; at the time of the execution of the contract, Doyle, Miller, and myself were interested, and, as I understood at the time of the bid, Samuel G. Foster was a partner, but Mr. Steedman refused to execute the contract while any engineer was interested in it. I was informed by Foster and Dr. Griswold that Foster had resigned at the time we put in our bid, having failed to obtain Section No. 3, on which he, with myself, was a bidder; Foster desired to act as engineer. Mr. Steedman refused to let any one be interested in a contract and an engineer at the same time. I understood that Lewis W. Sifford was to be considered a partner in the bid and contract, and was to resign his engineership in case we got the contract. We bought Foster out and paid him forty or forty-five hundred dollars, I do not know which. It was understood that Sifford was interested in the bid on Section No. 3, and was to be a partner with myself and Foster in case we got the contract, and we failing to get only Section No. 2 he preferred to remain as engineer to being interested in the single contract on Section No. 2; and hence, did not resign as was his intention, as I understood at the time. We bought him out, and paid him four thousand dollars. I think we bought him out at the session of the Board, at which we entered into the contract.

My interest in the contract of Forrer, Burt & Co., in Section No. 7, is that of an attorney, and I have been their attorney from the origin of the company; beside this, I have never had any interest.

Mr. Steedman mentioned the project of letting the Public Works for repairs to me some time in the latter part of the summer or early part of the fall of 1855. Mr. Steedman employed me to examine the law, and see if the Board had a right to let the works to be kept in repair. I did so examine, and assisted in counselling the Board as to the manner in which it should be done; and I aided in drawing up the notice, and compared the specifications with the statute to see if they were in conformity to law, and after that I was in no way in their employment.

I have no recollection of hearing Mr. Steedman say anything with regard to the political bearings of the measure.

I am acquainted with most of the securities offered by Cooper, Shadinger & Co., and I believe them to be worth, at least, a million of dollars.

E. S. HAMLIN.

Attest : J. A. BLAIR, *Secretary*.

Columbus, July 13, 1856.

[MEMORANDUM, COLUMBUS, JULY 13, 1856.]

The committee asked Mr. Hamlin, in substance, these two questions :

1st. Who all are, or have been, interested in the bid on contract No. 7, or the profits arising from it ?



2d. Is there now or has there ever been any member of the Board of Public Works interested in, or connected with, that bid or contract ; or is there now, or has there been any understanding that any member of the Board is to receive any portion of the profits of that contract upon any condition or contingency, either directly or indirectly ? .

[Both these questions Mr. Hamlin refused to answer, alleging, by way of justification, that he knew nothing about who were interested in that contract, or what they had done, or were to do, only what he had learned by being their attorney ; and that as he had no knowledge only what he had got by being in that relation to the company, he must decline to answer, unless authorized to do so by the company, any question the effect of which was to draw out of him what had been communicated to him in confidence as their attorney.

On this representation the committee concluded not to press the questions, but intimated that their decision was not final, and that they held the point for advisement.

C. S. HAMILTON.  
PAUL WETHERBEE.]

[No. 21.]

### DEPOSITION OF E. S. HAMLIN.

CINCINNATI, Dec. 10, 1856.

E. S. Hamlin being sworn, says :

My interest in the contract on Section No. 7, of the Public Works, is that of an attorney, and I receive one half of the nett proceeds of the contract for my services. I act as Secretary of the company, and also, as its disbursing agent, and am responsible for the funds, and I am also to employ any legal assistance that may be needed.

So far as I know, Samuel Forrer, Joseph Cooper, John S. G. Burt and myself as above stated, and no others, are interested in Section No. 7, and there has never been, to my knowledge, any other person interested in it, except that John Howard was the owner of one-sixth of it which he sold to Joseph Cooper.

I know of no person who was a member of the Board of Public Works at the time of the lettings, in 1855, who has received, or is to receive anything valuable from any member of any company having a contract, either by way of loan or otherwise, for anything done or promised to be done by him, in connection with the lettings or the contract.

Mr. Forrer owns one-sixth of this contract. Mr. Cooper owns one-sixth, and Mr. Burt one-sixth.

Question. Is there now, or has there ever been any understanding that you are to share the profits of your interest in Section No. 7 with any person who was a member of the Board at the time of the lettings, or who is now a member of the Board, on any condition, or upon any contingency, whatever ?

Answer. There is not now, nor never was any such understanding.

E. S. HAMLIN.

[MEMORANDUM, CINCINNATI, DEC. 10, 1856.]

E. S. Hamlin being present before the committee, the Chairman desired to swear him and examine him further in relation to his knowledge of, and connection with the lettings of the repairs. And Mr. Hamlin requested a delay till Joseph Cooper should come in, who was expected in soon, alleging as his reason for making the request, that the committee had asked him on his former examination some questions to which he could not make direct and full answers without disclosing matters which he learned from occupying the relation of attorney to Forrer, Burt

& Co., and as he was their attorney he did not want to do so unless authorized by some one of the company, and Mr. Cooper might represent the company—and if he said so, he would answer the questions.

Mr. Cooper came in, and after some little time, the matter was mentioned to him by Mr. Hamlin, and he agreed to Mr. Hamlin doing as he pleased about it; that he had no objections to his answering any question that might be put to him, on the ground of his being the attorney of the company. And thereupon Mr. Hamlin was sworn and the above testimony was elicited.

C. S. HAMILTON.]

[No. 22.]

#### DEPOSITION OF SAMUEL DOYLE.

I was one of the company of J. & W. Dickey & Co., who put in a bid on Section No. 7 of the Public Works of the State, at the lettings in November, 1856, and we bid \$99,900. The company consisted of J. & W. Dickey, Abner L. Backus and myself, and no others. We had all been engaged on the public works of the State. Backus was engineer for several years on the Miami and Erie Canal. J. Dickey and W. Dickey are citizens of Ohio, and have been very extensively engaged in building canals in Ohio and Indiana, and are noted for their energy and promptness in the fulfilment of their contracts, and for the faithful manner in which they meet their engagements. I have known them intimately, and have been engaged with them off and on upon the public works more or less ever since 1827; they are men of large property and undoubted responsibility, being worth from two to three hundred thousand dollars. I am acquainted with W. J. Finley, Robert Dickey, J. G. Isham, John Murphy, Daniel Sinkey, Samuel Dickey, and T. L. Clark, who were offered by us as security, and they are all men of property, some of them wealthy, and worth in the aggregate from \$250,000 to \$300,000, and we were ready to give just as much more as might be necessary to satisfy the Board. Our bid was not objected to, nor were our securities; the bid was made in good faith, and we desired the work at the price, and I consider that the work can be done for that price, leaving a reasonable margin for profits. I know the work from one end to the other, and was fully informed as to the condition of the work. A great deal of work of a very durable kind had been done within a few years prior to the letting, and I think the expense of keeping it in repair for the next five years can not be as high as for the six years on which the average was made on which the lettings took place, or anything like it.

SAMUEL DOYLE.

Sworn to before the committee, June, 1856.

C. S. HAMILTON.

[No. 23.]

#### DEPOSITION OF JOSEPH COOPER.

Joseph Cooper, being first sworn, says:

I am one of the contractors for keeping the Third Section of the Public Works in repair; the company consists of myself and Joseph Shaddinger; so far as I know, Mr. Shaddinger and myself were the only persons interested in the bid, and it was not then understood by me that any other person was to be interested in it. I put in a bid upon the whole of the work except the Maumee Road, understanding the law to be that, if my bid was lower in the aggregate than any other bids on the whole work, or upon several sections, then I would be entitled to the whole of it, or to so much of it as was covered by bids of mine which were lower in the aggregate than any other bids on the same Sections. My bid on Section No. 3 was accepted

but not further. Shaddinger was a *bona fide* partner, and the responsibilities and profits were to be equal. I have since bought his interest, and now own it, and have full control of the whole job.

I have no knowledge of any person who was a member of the Board at the time of the lettings receiving any money or other valuable thing from any bidder or from any other person, by way of loan or otherwise, in consequence of any thing he did or promised to do in relation to awarding the contracts.

I am now interested in the contract on Section No. 7; I bought out the interest of John Howard, which was one-sixth part of it. Mr. Forrer and Mr. Burt, and, as I understood, E. S. Hamlin owned the balance of the contract. Mr. Hamlin is the secretary and attorney of the company, and is the disbursing agent of the company. I have understood from Mr. Hamlin that he had an interest in the contract, but never understood the extent of his interest. I do not know the extent of Mr. Burt's interest now, but I think I understood from Mr. Burt and Mr. Hamlin, both, that Mr. Burt had transferred a part of his interest to Mr. Hamlin, for services to be rendered by Mr. Hamlin as secretary and attorney of the company. I think Mr. Forrer owns a sixth part of the contract, and besides, he gets a salary for attending to the canal for the company. I do not know who owns the balance of this contract, but it is my impression that E. S. Hamlin owns it; my impressions are all derived from conversations had with Mr. Hamlin and from Mr. Burt. I entered into a verbal agreement with Mr. Howard for his interest, a few days after the contracts were awarded.

In relation to Section No. 3 I wish to explain. I have said above that I own the whole of it; at the time I bought out Mr. Howard's interest in No. 7, he said to me that I ought to give Mr. Forrer an interest in Section No. 3, and I said I would give him a part of my interest if he, Mr. Forrer, desired it, and there has never been anything definite done about it since.

It was understood by me that Washington McLean was to be interested with me in my contracts, in case we got any considerable portion of the works, as two or three or more sections, but as I got but the one Section, (No. 3,) he did not choose to take any interest.

JOS. COOPER.

Sworn to and signed before the committee, at Cincinnati, November 10, 1856.

C. S. HAMILTON, *Chairman*.

Caleb B. Smith appeared before the committee as counsel for Mr. Cooper.

J. A. BLAIR, *Secretary*.

[No. 24.]

## DEPOSITION OF OSCAR WHITE.

Oscar White being sworn, says:

I was a bidder on Section No. 3, (the Western Reserve & Maumee Road,) at the lettings in November, 1855. I bid \$3,750; I bid in good faith, desiring the contract at that price. I had been over the work, and examined it for myself. I believed I could keep it in repair for that sum; and I would be willing to take it at that price now. My bid was not objected to because I was not responsible, or did not offer good security; I was responsible, and my securities, D. F. Cook and F. D. Cook, were men of undoubted pecuniary ability.

I withdrew my bid because I was offered \$2,000 for so doing, or rather, I declined to enter into a contract to do the work because offered that sum. I wrote a note to the Board saying to them that I would not take the contract, and no objection was ever made by any member of the Board to the course I pursued about it.

9--REP JOINT COM. PUB. WORKS.

James J. Parks paid me the \$2,000; Parks lives in Perrysburg, and is now the contractor. The contract was awarded to him, I believe, on the bid of M. Hays.

O. WHITE.

Sworn to and signed before the Committee, Nov. 19, 1856, at Maumee City.

JNO. A. BLAIR.

[No. 25.]

### DEPOSITION OF JAMES J. PARKS.

James J. Parks being sworn, says :

I was one of the bidders on Section No. 8, of the public works at the lettings in November, 1855, and I am now the contractor. The section consists of the Western Reserve and Maumee Road. The contract was awarded to me on the bid of Michael Hays, which was put in by me. I was Superintendent of the Road at that time.

Dr. Oscar White had put in a bid which was lower than mine, and, I think, as near as I recollect, he came to me and said he feared his bid was too low, and I think he said to me he had been offered something to withdraw his bid, and asked me if I would take the road at his bid, and I told him I would not; that in view of the condition of the road, I thought it could not be done for that money, and, if I mistake not, he asked me if I would give him anything if he would decline to take the contract, and I said to him that if it were awarded to me I would give him something, or make him a present, I think the language was; and I subsequently gave him \$2,000. I never had any intimation from any member of the Board that I should have this contract. I never paid, nor agreed to pay, anything to any one else but White, in order to get this contract.

The metal, &c., was appraised about the first of December, 1855. There was some metal put upon the road between the time of the lettings and the appraisal of the metal, &c. I have no idea how much was put on. The weather was broken and wet, and no regular work was done.

I am personally acquainted with R. P. Buckland and Henry Sweet; they are responsible men.

J. J. PARKS.

[No. 26.]

### DEPOSITION OF JOHN HOWARD.

John Howard being first duly sworn, says :

That he was one of the firm of Forrer, Burt & Co., to which firm Section 7 of the repairs of the Ohio Canals was awarded. Samuel Forrer, John S. G. Burt and myself composed the firm. The contract was awarded to those three. Mr. Forrer was not present at the time of the letting, being sick at home, in Dayton, and confined to his room. He made out the calculations for me, being intimately acquainted with the repairs. I made the bid from his figures. He was considered the principal person in the contract, and, I suppose, it was given to us, principally, in consequence of his knowledge and skill in the management of the canal. He was not merely an employee but a partner in the contract, and, I believe, he is to this day. I do not know that he has ever sold out any of his interest. I stated that the work was let to the three persons above named. I do not state that I am now a partner; I sold out my interest in it to Joseph Cooper some months after the letting, and that sale is, I believe, subject to the approval of the Board of Public Works; and, I believe, it has been approved by them. I do not know who compose the firm at this time; I do not know who composed the firm of Cooper, Shad-dinger & Co.; I was not a member of the firm.

I do not know that any member of the Board of Public Works had any interest directly or indirectly, in the contract which was awarded to us; nor do I believe any member had any such interest,—nor do I know of any member having any interest in any way in any of the contracts. I do not know that any member of the Board has ever been employed, either directly or indirectly, by the company in any way—either for a salary or for a share of the profits, or in any capacity whatever, since the letting, or before the letting.

The proposition to take this contract originated with Mr. Forrer, entirely; and he proposed that I should go up and make the bid, because of his sickness. Mr. Burt came to him and solicited a partnership, and he was strongly recommended by Mr. Schenck and others as a contractor. This was some weeks before the letting. When I went to Columbus I had obtained permission to take Burt in with us, or any other person in his stead, if I thought best.

I bid with him, and the Board were told that we three, and we three alone, composed the firm. If any others were interested, it was by arrangement with Mr. Burt and he will know it. I did not bid with him with the purpose of making any illegal combination to defraud the State, and think the work was let at a fair price, without any partiality on the part of the Board, or favoritism; and, as to any other persons who had, or may have, any interest in the contract, if there are any, I am confident it must have been by arrangement with Mr. Burt, and not with me, or, so far as I know, with Mr. Forrer; and as I stated before, I do not know who now have an interest in it.

I am asked if W. McLean has an interest. I do not know that he has. I was asked by some one whether he had, and I asked him about it in January last, at Columbus, when he informed me he had not, nor never had.

The Hocking Canal was awarded to the same company, as I understood, and after consultation with Mr. Burt, we declined taking it, because it was so far from our other work, and none other on that canal being assigned to us. I will state that I did not receive any compensation for declining that work, nor do I believe Mr. Burt did. I know Mr. Forrer had nothing to do with it. I do not know nor believe that anything was offered or paid by anybody to us, or to any other person, directly or indirectly, to induce us to relinquish the job or contract.

JOHN HOWARD.

## [No. 27.] DEPOSITION OF WASHINGTON McLEAN.

Washington McLean being sworn, says :

Question. Has any person who was a member of the Board of Public Works in November, 1855, any interest, directly or indirectly, in any of the contracts for repairs, or in the profits arising from them, or has he ever had ?

Answer. Not to my knowledge.

Ques. Do you know of any member of the Board at that time, who has received anything, or do you know of any understanding that he is to receive anything, from any of the firms having contracts for repairs, or from any member of any of the firms, or from any one else by the procurement of the firms or any member of any of the firms, which is in any way connected with the awarding of the contracts ?

Ans. I do not

Ques. Did you ever hear any member of the Board say, or in any manner hint or intimate, that certain parties should have contracts, and that certain other parties should not have contracts ?

Ans. Subsequent to the lettings I heard Mr. Steedman say that he did not think

ono branch of the government should dole out contracts to another branch of it, or give contracts to straw bidders. I understood him to refer to State officers and their clerks, who were bidders as I understood.

WASHINGTON McLEAN.

[No. 28.]

### DEPOSITION OF JOHN J. ISHAM.

John J. Isham being sworn, says :

I was a bidder upon several of the sections, at the lettings in November, 1855; am now interested in the contract on Section No. 5—the Muskingum Improvement.

Three men, to wit: Becker, Chamberlain, and Fay of the State of New York, John Paul, R. H. Gilson and myself, were bidders on that section, under the name of Chamberlain & Paul, and the contract was awarded to us. Since this, I believe that Becker, Chamberlain & Fay have been bought out. There has never, to my knowledge, nor is there now, any other person interested in it, in any way. I have no knowledge of any money being paid by our firm, or any member of it, to any one, in order to secure the contract. I have no knowledge of any understanding that any person is to receive any thing from us, or from either of us, on any condition or contingency.

I was Superintendent at the time of the lettings of the eastern division of Miami and Erie Canal. I was with the appraisers when they appraised the property of the State on the Canal, from Waterville to Defiance. I think \$2,000 would be a very low estimate for the paddle-gates, lock Ts, and other irons, &c., which were in the warehouse at Waterville, and which were appraised by the appraisers. I include in this estimate nothing only the irons, &c., in the warehouse at Waterville. I have no knowledge of any person who was a member of the Board at the time of the lettings, who has received, or is to receive on any contingency, any thing from any of the contractors.

I understood that Mr. Paul and Mr. Gilson had bought out Becker, Chamberlain & Fay, but do not know that this is the fact.

J. G. ISHAM.

[No. 29.]

### DEPOSITION OF R. H. GILSON.

R. H. Gilson being sworn, says :

I am one of the firm of Chamberlain & Paul, contractors on Section No. 5 of the Public Works. Calvin T. Chamberlain, Barney Becker, John D. Fay, John G. Isham, John Paul, and myself, constitute the firm. I understood that Mr. Chamberlain divided his interest with a man named Parks, who was not known to me at that time. I knew nothing of Parks being connected with the transaction till after the lettings. No other persons, to my knowledge, have ever been interested in it.

Our bid was \$27,000, or about that, and it was awarded to us at \$25,000. I know nothing about what induced the Board to give us the contract at \$25,000. The first and all I knew about it was from Mr. Chamberlain, who said that we could get it at \$25,000, and after consultation we agreed to take it at that price.

I have no knowledge of any member of the Board of Public Works receiving, in any manner, either directly or indirectly, or by way of gift, or loan, or otherwise, any money, or other valuable thing, for reducing the tolls on the canals, or

for reducing the tolls of any person running boats on any portion of the canals; nor do I know of any understanding that any member is ever to receive any thing for so doing.

R. H. GILSON.

[No. 30.] DEPOSITION OF LEWIS W. SIFFORD.

Lewis W. Sifford, first being sworn, deposeseth and saith :

Question. How long have you been an Engineer in the employment of the State?

Answer. I was appointed in August, 1851.

Ques. Had you any interest whatever in the contract of William Hughes, for rebuilding Lock No. 31, south of Licking Summit?

Ans. I had no interest whatever, nor do I know of any other person having any.

Ques. How many perches of the old masonry were left in, and was it paid for as new masonry?

Ans. Between three and four hundred perches of old masonry were left in the chamber of the lock, and it was not included in the estimate of new masonry, nor was any allowance made to the contractor for it, or any work done on it, except \$64 for champering the face to suit the batter of the new wall, and for cleaning it off, &c.

Ques. How long were you building Lock No. 31?

Ans. I think we were fifty-two days from the time we broke ground till we got it done.

Ques. Were you a member of any firm or firms which bid on any of the sections of the Public Works at the lettings in November, 1856?

Ans. I was interested in the bid put in in the names of Doyle & Miller, on Section No. 2, and also in the bid of Hamlin & Foster, on Section No. 3. I sold my interest in Section No. 2, as soon as I found our firm had not got Section No. 3, as I thought my interest in the single contract on Section No. 2 too small to justify me in resigning my post as Engineer, which I intended to do in case the firm of which I was a member should get Section No. 3.

Ques. What did you get for your interest in Section No. 2?

Ans. I sold for four thousand dollars.

Ques. Are you interested in any of the contracts for repairing the public works now, or in any other contracts on the public works?

Ans. I am not.

Ques. Have you received, or are you to receive any thing from Cooper, Shad-dinger & Co., or from any one for them, for services rendered, or to be rendered for that company, on Section No. 3?

Ans. I have never received any thing from that company, or from any one for them, or either of them; nor is there any understanding that I am hereafter to receive any thing, nor did that company, or any one for them, ever propose to give me any thing, except that at one time when it was expected that I would be removed from office, as there was a majority of "fusionists" in the Board, Mr. Cooper proposed to me, that if I should be dismissed, he would be glad to employ me to attend to Section No. 3.

Ques. Have you any knowledge of any person, a member of the Board of Public Works at the time of the lettings, or now a member, having had, at any time, or having now any interest in any of those contracts, or any other contracts on public works, or in the profits arising from them in any way, or any connection

whatever with them, other than as members of the Board ; or do you know of any person then or now a member, who has received, or is to receive any thing from the companies having the contracts, or from any member of either of the companies, or for any one for either of the companies, or any member of either of them, for any services rendered, or to be rendered, or for any interest he has had, or has now, either directly, indirectly, or contingently, in any of the contracts for keeping the public works in repair ?

Ans. I have no knowledge of any such thing.

Ques. Do you know whether the Board had a statement made of the average cost of the different sections for the six years prior to the lettings, for the use of bidders ?

Ans. I do not know whether the Board had an average made out or not. I assisted Foster in getting up a statement of the average expense on sections No. 2 and No. 3, in the office of the Board at Columbus. I do not remember whether it was done by order of the Board or not.

Ques. Had Emanuel Gephart any interest in the contract on lock No. 31 ?

Ans. He had none so far as I know.

Ques. Were you present at the opening of the bids at the letting of the widening and deepening of the Lancaster side cut, at Circleville, in June, 1856 ?

Ans. I was there, and assisted in opening the bids, and in making the computations. The bid of Dennis M'Carty was lower than the bid of Roach ; or as I understood on the day of the letting, Roach and a young man named Foster. The bid of Roach, I think, was over thirty-three cents, and M'Carty's thirty-two and a half cents per cubic yard, for excavating, as I remember. William Hughes bid nineteen cents per yard, as I remember ; and his bid was withdrawn, I think, in writing. I understood he got three hundred dollars for withdrawing his bid, from Dennis M'Carty, or some of the company. I understood the company to consist of Dennis M'Carty, Samuel Doyle, Miller, and, I understood, young Foster, a brother of Samuel G. Foster.

LEWIS W. SIFFORD.

Sworn to before the Committee, at Chillicothe, July 10, 1856.

Attest : JOHN A. BLAIR, Clerk.

# [No. 31.] DEPOSITION OF WILLIAM HUGHES.

William Hughes, being duly sworn, says :

I was the contractor for building lock No. 31, South of Licking Summit ; no one was interested in it but myself, directly or indirectly, either in the contract or the profits arising from it ; I gave no money to any one for getting the contract for me. The stone wall was not all taken out, in the chamber of the lock ; there was three courses, or parts of courses, left in ; no part of this was estimated to me as new work, and I got nothing for this, only \$64, which was for champering the face of the old wall to suit the new wall, and dressing the bed.

I was engaged on the work, putting in the lock, I think, fifty-two days.

Emanuel Gephart was with us all the time we were putting in the lock. He was there before we put in the lock, part of the time, as well as I recollect, once or twice a week, and took an account of the stone ; and he came to see if the work was properly progressing, at different times ; and the week before we began putting it in he was present all the time ; and I think he was there some days after the job was done ; all of a week, I think.

I put in a bid on the Lancaster Side Cut, for deepening and widening it, in June last.



Question. Did you put in that bid in good faith, desiring the work at the price proposed?

Answer. I did not desire the work at the price.

Ques. Did any one pay you any thing for putting the bid in, or did any one propose to pay you any thing?

Ans. I received nothing for putting in the bid, and no one proposed to pay me any thing for putting it in.

Ques. What was your object in bidding?

Ans. My object was to make money, as I thought I might make something by it.

Ques. Did you withdraw your bid?

Ans. I did in writing, on the day of the lettings, and before the awards.

Ques. What did you get for withdrawing the bid?

Ans. I got three hundred dollars, of Dennis McCarty.

Ques. Do you know all the men interested in that work?

Ans. I know only McCarty and Miller.

WM. HUGHES.

Sworn to before the Committee, at Circleville, July 10, 1856.

Attest: JOHN A. BLAIR, Clerk.

[No. 32.] DEPOSITION OF ARNOLD MEDBERY.

I, A. Medbery, upon my oath do say, that I am one of the contractors on Section No. 1, Ohio Canal, for keeping it in repair; that it was awarded to R. H. Nuzen, John Laughead, Adolphus J. Dickenson and myself, under the firm of A. Medbery & Co.; that we received per annum twenty-seven thousand and five hundred dollars for keeping this section in repair. I was not aware that there was any bid or bids lower than our firm at the time we entered into the contract. I have never paid any money, or other valuable thing, to any person whatever, to procure this contract, nor has our firm done so to the best of my knowledge and belief.

ARNOLD MEDBERY.

Sworn to before me, this 22nd day of Dec., 1856, at Roscoe.

JOHN A. BLAIR, *Chairman, pro tem.*

[No. 33.] DEPOSITION OF SAMUEL G. FOSTER.

Samuel G. Foster, being sworn, says:

Ques. Have you been on the Hocking Canal the past summer?

Ans. I have not been over the whole of it since early last spring. My time from about the first of July to the 20th of October, was chiefly spent necessarily on the contract for deepening and widening the Lancaster side cut.

Ques. Was there any understanding that you were to have \$1,500 for your interest in the contract on section No. 4, on the condition that they made well out of the contract, or any similar condition?

Ans. There was no such understanding. The sale was an unconditional, *bona fide* sale. I have not since bought any interest in it.

Ques. What force did McCarty & Doyle keep, on section No 4, to keep up repairs?

Ans. I know they had a large force up to about the 27th of June, and after that time I do not know the amount of force they kept on it till after the 8th of

October, from which time to the close of navigation they had a sufficient force of men, beside horses and oxen.

Ques. Did they always obey your instructions, and do the work you required, when you required it?

Ans. They always did, I believe.

Ques. Was there much complaint of the management of this section?

Ans. I received a letter from the collector at Logan, through Dr. Griswold, stating that there was a bar at Boner's Lock, and one at Chauncy, and perhaps at Green's, and I immediately told McCarty about it, and he went, as he told me, and had them removed. I gave positive instructions to McCarty in this case, and heard soon afterwards that the bars had been removed.

The reason why I did not give more of my attention to the lower end of the Hocking Canal than I did, was this—my whole time was required, and my whole attention given, to the Muskingum Improvement, and the contract for deepening and widening the Lancaster side cut. I was over the canal as far as Boner's Lock.

Ques. Was there any proposition made by yourself, or any other member of your firm, to L. W. Sifford that if he would not bid on Section 2, he should have an interest in your bid?

Ans. I made no such proposition, and I know of none being made. I understood that he was to be a partner in the bid of Doyle & Miller, on Section No. 2, from the start.

S. G. FOSTER.

[No. 34.]

#### DEPOSITION OF JOSEPH COOPER.

CINCINNATI, Dec. 29, 1856.

Joseph Cooper, being sworn, says:

Ques. How came you to let James B. Steedman have some notes executed by Samuel Doyle to you, and dated about the time of the leasing of the National Road?

Ans. Samuel Doyle, S. G. Foster, and myself were the company to whom the National Road was leased, and I sold my interest in the lease to Samuel Doyle for \$10,000, and took his notes for that sum, the notes falling due in, I think, from six months to five years without interest, and I let Mr. Steedman have two or three thousand dollars of them to sell for me; and he sold them for me and accounted to me for the whole. He had no interest whatever in the lease of the road, and there was no understanding that he was to receive any portion of it by way of gift or otherwise, for any thing done by him in connection with the lease.

Ques. Was there any understanding that Forrer, Burt & Co., and Cooper, Shaddinger & Co., were to bid for each other?

Ans. There was no such understanding to my knowledge.

The securities proposed by me were worth at least a million dollars, to the best of my knowledge and belief.

JOSEPH COOPER.

[No. 35.]

#### DEPOSITION OF R. A. FORSYTHE.

I, Robert A. Forsythe, of the county of Lucas, and State of Ohio, first being duly sworn, depose and say, that I was the owner of the Roche de Beuf Farm, in the county and State aforesaid, when the Miami and Erie Canal was made. This canal passes through the above named farm. I was allowed, by the State, one thousand dollars for stone taken out of the canal upon this farm, and for timber taken and destroyed, upon other lands in this and the adjoining counties. This

payment of a thousand dollars was made to me before the farm was sold to James B. Steedman, and I regarded it as payment in full for all the stone taken, by the State, out of the canal.

I gave this farm to my son, H. H. Forsythe, now of the city of Toledo, and he sold it to James B. Steedman. I believe Mr. Steedman paid him twenty-eight hundred dollars for it.

My son claimed damages for the destroying of water power upon this farm, and was allowed, by the State, seventy-six hundred dollars, out of which he paid Mr. Steedman twenty-two hundred dollars, as near as I can recollect.

R. A. FORSYTHE.

Sworn to and signed in my presence, this 24th day of November, 1856, at Maumee City.

JOHN A. BLAIR.

Robert A. Forsythe, of the county of Lucas, being sworn, says :

Question. In your deposition, taken before John A. Blair, of the Committee on Public Works, November 24, 1856, you say, "I was allowed by the State, one thousand dollars for stone taken out of the canal, on the 'Roche de Beuf' Farm, and for timber taken and destroyed, upon other lands in this and adjoining counties." Was this thousand dollars received by you as a compensation for the land taken for the canal, and also for the land covered by the dirt and stone taken out of the canal, in its construction, as well as a compensation for the stone itself?

Answer. No. The amount then paid was for the stone taken out of the canal on the "Roche de Beuf" Farm, and for timber used and taken by the State, in this county and the county of Henry.

Ques. How much land was taken on this farm, exclusive of that taken for the road above the canal bridge, for the canal, and to throw the dirt and stone upon?

Ans. I think about six or seven acres, including about one acre covered with water.

(Signed) R. A. FORSYTHE.

Sworn to and signed before me, this 25th day of December, 1856.

ELIJAH CLARK, J. P.

[No. 36.]

## DEPOSITION OF R. H. NUGEN.

R. H. Nugen, being duly sworn, deposes and says, as follows:

Question 1st. Are you one of the contractors on Section No. 1 of the Public Works of Ohio, and who constitutes your company?

Answer. I am one of the contractors on Section No. 1. Arnold Medbery, John Langhead, and A. J. Dickenson.

Ques. 2d. What do you get per year for keeping this section in repair?

Ans. Twenty-seven thousand five hundred dollars.

Ques. 3d. Were your company the lowest bidders on this section?

Ans. I do not know; I saw nobody's bid but our own.

Ques. 4th. What reasons were assigned to you, if any, by the Board, or any member thereof, why you got the contract in preference to the lowest bidders?

Ans. There were none.

Ques. 5th. Have you paid anything, or are you or any of your firm, or any one for your firm to pay any money or other valuable thing, to any member of the Board of Public Works, or any one that was a member of the Board at the time of the letting, or had ever been a member, or to any other person, to enable you to get your contract? If so state how much, and to whom paid.

Ans. No, I did not myself; and neither did any of our firm, that I know of.  
R. H. NUGEN.

Sworn to and subscribed before me, this 22d day of December, 1856.

G. W. DINGMAN, J. P.,  
Of Salem Tp., Tuscarawas Co., O.

[No. 37.] DEPOSITION OF A. J. DICKENSON.

Abner J. Dickenson, being duly sworn, says :

Question. Are you one of the contractors upon Section No. 1, on the Ohio Canal, for keeping it in repair ?

Answer. I am a contractor on this section.

Ques. Was your firm the lowest bidders upon this section ?

Ans. I learned after I signed the contract that our bid was not the lowest.

Ques. Have you paid any money, or other valuable thing, or are you to pay anything to any one, to enable you to procure this contract, or did any of your firm pay anything to get the contract ?

Ans. I have not paid anything to procure the contract, nor do I know that my partners paid anything, to any one, for that purpose.

A. J. DICKENSON.

Sworn to before me, this 26th day of December, 1856, at the City of Columbus.

J. A. BLAIR, *Chairman pro tem.*

[No. 38.] DEPOSITION OF SAMUEL FORRER.

The following questions are submitted to me for answers by the " Committee on Public Works," to wit :

First. Are you a contractor on Section Seven of the Miami and Erie Canal ?

Second. Who are your partners in this contract, and what are their respective interests ?

Third. Who first suggested to you to bid upon the public works ?

Answer 1st. I am one of the contractors for Section 7, Miami and Erie Canal.

Second. I have not seen our article of agreement with the Board of Public Works, but understand that Section 7 was awarded to Forrer, Burt & Co., and that the names composing the company were Samuel Forrer, John S. G. Burt and John Howard, and that no other names were given to the Board of Public Works. Some time after the work was let, John Howard transferred his interest to Joseph Cooper. I now consider that myself, Burt and Cooper, with the securities on our bond, are alone bound to keep up the repairs, and, therefore, that I have no other partner besides Burt and Cooper. I am aware that rumor assigns to several other persons an interest in this contract. All that I have heard named are known to the committee, and have been, as I understand, summoned to answer in regard to the fact of participating in the contract. My own interest is fully defined, it being one-sixth of the profits, and a salary of three thousand five hundred dollars per year, for taking charge of the repairs. To whom, or in what proportion the five-sixths of the contract is assigned by my partners, if any besides themselves, I am unable to state. I prefer not even to name the parties, not known in the contract, to whom rumor assigns an interest, because I can see no possible reason why any one named should desire to conceal such interest, if they have any, when they shall appear before you, and because, to name them in this connection, without knowing that they are partners, might give an importance to rumor which is not justified by the facts.

Answer to third question. The idea of bidding for work on the canals originated with myself long before any one applied to me to join in partnership ; my intention was to select my partners, and attend the letting myself. In this I was defeated by severe indisposition, which confined me to my room for several months. A very short time before the work was let, I was first called on by a party from Middletown, represented by Mr. Joseph Sutphin, next by John S. G. Burt, of Cincinnati, who named no one interested with him ; still later others called, all seeming anxious for a partnership with me ; I declined all the offers made, and gave no encouragement to any, but said to all that I should expect my brother-in law, Mr. John Howard, to be one with me, to bid for work, and that if I could induce him to go to Columbus I would give him my estimates of the value of different sections of work, and would authorize him to unite with any one of three parties I should name to him, who could furnish the securities required, without involving any of my friends, as sureties, and who would consent to my taking charge of the work, with such salary as I might deem proper, together with an interest not less than one-sixth of the profits. Under these instructions to Mr. Howard I now hold the place I occupy in relation to the contract on Section 7, Miami and Erie Canal.

SAMUEL FORRER.

Montgomery county, Ohio.

Sworn to by Samuel Forrer before me, and subscribed by him in my presence, January 1st, 1856.

J. A. JORDAN, *Notary Public*  
for Montgomery county, Ohio.

[No. 39.] DEPOSITION OF JOHN W. ERWIN.

John W. Erwin being sworn, says :

Ques. Are you an engineer on the Miami and Erie Canal ?

Ans. I am now resident engineer on the Southern Division of the Miami and Erie Canal, which embraces that part of Section No. 7 South of St. Mary's Feeder. I was appointed in January, 1856. I was also an engineer upon this work in 1851 and 1852.

Ques. Who was the engineer on the Middle Division of the Miami Canal at the time William Sawyer cleaned out the St. Mary's Basin ?

Ans. Michael Wallace was the resident engineer at the time.

Ques. Did you ever measure the work after Mr. Wallace ; if so, state the difference, if any, between your measurement and that of Mr. Wallace.

Ans. After Mr. Wallace was discharged by the Acting Commissioner, A. P. Miller, my division was extended so as to embrace a part of Mr. Wallace's division, and included the St. Mary's Basin. There was at that time much talk about the cleaning out of this Basin, and it was said Wallace's estimates were erroneous. Robert Lambert, one of my Superintendents, furnished me with the dimensions of the Basin and requested me to make the estimate ; I did so, and found Mr. Wallace had made more cubic yards in the work than I could.

Ques. What is the size of the basin ?

Ans. It was about 200 feet by 180 feet, and if one foot was taken out of the bottom it would make about 1,350 cubic yards. I saw the bid of Mr. Sawyer, and it was not less than 20 cents a yard, nor more than 22 cents a yard. From the size of the piles of dirt which were said to have been taken out, which were pointed out to me, I do not think they would fill the basin as much as one foot deep. I think this was in the year 1852.

JOHN W. ERWIN.

Signed and affirmed by John W. Erwin, January 6th, 1857, before the Committee.  
C. S. HAMILTON, *Chairman*.

[No. 49.]

## DEPOSITION OF J. S. G. BURT.

WASHINGTON, January 6th, 1857.

Hon. C. S. HAMILTON :—I respond to the following inquiries made by you of me in your favor of the 2d inst :

First. Are you a partner in the contract of Forrer, Burt & Co., for keeping in repair Section No. 7, of the Public Works of Ohio ?

Second. What is the extent of your interest in that contract ?

Third. Who are the persons interested in it, and what are the interest of each ?

Fourth. Have you yourself ever made any presents to any member of the Board of Public Works, or do you know of any one who has, or have you ever loaned any person, a member of the Board at the time of the letting any thing, or do you know of any one who has ?

Fifth. Had you ever any intimation from any member of the Board, or from Mr. Hamilton, that your firm would get this contract, before the awards were made ?

Sixth. When did your firm originate, name the day of the month and the month, if you can ?

In reply thereto I have to say :—

First. I am one of the partners of the firm of Forrer, Burt & Co., (contractors) with the State for keeping in repairs Section No. 7, of the Public Works of Ohio.

Second. That my interest in said contract is one-sixth part thereof.

Third. That the original firm of Forrer, Burt & Co., (who secured this contract from the State) was composed of Messrs. Samuel Forrer, and John Howard, of Dayton, Ohio, and myself ; as to any change we may have made since, by disposing of any interest, I presume is a private matter, with which the committee have nothing to do.

Fourth. I have not at any time given or loaned any money, or any thing, to any member of the Board of Public Works, nor do I know of any person or persons who have.

Fifth. At the time of letting I presented various letters to the members of the Board : from Judge John McLean, Hon. Thomas Corwin, Hon. R. C. Schenck, Henry Stansbury, Esq., Hon. L. D. Campbell, &c., all of whom recommended me to their favorable consideration as a contractor and bidder for the Works ; I had no intimation from them that our firm would get this contract before the awards were made. They gave me to understand that our firm should have an equal chance and a fair consideration with all other bidders. I presume you can find the letters referred to on file in the office of Public Works.

Sixth. Our firm originated and was organised some time previous to the letting of the contracts.

Mr. Forrer and myself had frequent conferences and interviews, several weeks before the letting took place, the precise time I am not now able to state.

I believe I have answered all of your inquiries. I expected to have met the committee in Cincinnati, when I returned there some ten days since. I hope you will find the above satisfactory. Your obedient servant,

JOHN S. G. BURT.

Sworn and subscribed before me this 6th day of January, 1857.

J. H. GODDARD, Justice of the Peace.

[No. 41.]

## DEPOSITION OF A. B. HUFF.

*The State of Ohio, Paulding County, ss.*

Before me, Jacob Switzer, a Justice of the Peace, in and for said County, personally appeared A. B. Huff, of lawful age, who being duly sworn according to law, deposes and says :—That I am a stone-mason by trade, and I was employed in and about the first of May, A. D. 1855, by the State as a Superintendent, to help take down and rebuild the abutment of Big Flat Rock Aqueduct on the Miami & Erie Canal, that had fallen a short time before. And the mason work of said abutment I found to be done in a very inferior and unwomanlike manner. The face wall consisted of stone too small generally, some of which were partially cut, and others not cut at all, varying in thickness from one eighth of an inch up to three inches. In the same courses the deficiencies in the beds or thicknesses were filled with spalls or earth.

And the deponent further says, that there were no suitable headers in said wall, consequently there was no bond between the face stone and the backing except occasionally a stone projected a foot or so into the backing, and that the backing consisted of stone of an inferior quality, generally too small, and without headers.

And the deponent further says, that the spaces or crevices that are usually filled with grout or cement, were filled with earth or sand, and to appearances there was little or no lime attached to it.

And the deponent further says, that the foundation of the above abutment was found to be good, together with the first course of masonry, both of which were left in, and a new wall erected thereon.

And the deponent further says, that the masonry in the above abutment was entirely defective, and unsuitable for the purposes for which it was intended.

A. B. HUFF.

Sworn to before me, and subscribed in my presence, this 30th day of December,  
A. D. 1855. JACOB SWITZER, Justice of the Peace.

[No. 42.]

## DEPOSITION OF SILAS W. LOGAN.

*The State of Ohio, Defiance County, ss.*

Before me, Edward H. Phelps, a Justice of the Peace, in and for said county, personally appeared Silas W. Logan, of lawful age, who being duly sworn according to law, deposes and says : That some time in the month of May, A. D. 1855, the deponent passed by the Big Flat Rock aqueduct about the time that it was completed, in said month of May ; and the deponent further says that, on the day previous to the falling of the aqueduct, before mentioned, he was passing along by said aqueduct, and was requested by John H. Kiser, Superintendent on the canal, to examine the masonry of the aqueduct and found that it was cracked in the face from bottom to top on the south abutment. The water was at that time about eighteen inches deep in the trunk of the aqueduct. The wall fell during the night following.

And deponent further says, that he was afterward employed by the State in taking out and rebuilding said wall, as a Superintendent. And deponent further says, that said wall of said abutment, which had fallen, had been laid up in two different sections—a front and a back wall, without any connection, except occasionally a stone projected a foot or so from the general range of the wall. The front wall was built of very small poorly cut, and hammer dressed stone, varying in thickness from one to three inches in the same courses. The back wall, or backing, was composed of very small stones, thrown in indiscriminately, and the spaces

which should have been filled with cement were filled with earth or sand, with occasionally a barrel of cement or lime, thrown in dry, to appearance.

And the deponent further says, that the foundation upon which said wall was built was found to be good, and the bottom course of the old wall was left in, and the new wall was built thereon.

And the deponent further says, that Mr. Hays, one of the contractors, on being asked by him if he expected to lose any thing by the aqueduct's falling, said that he did not ; that he, Hays, got scared, and was afraid it would fall, and went and saw Steedman, and got his papers fixed so that he, Hays, got his pay before it fell.

S. W. LOGAN.

Sworn to before me, and subscribed in my presence, this 29th day of December, A. D., 1856.

EDWARD H. RUSSEL, J. P.

[No. 43 ]

SILAS W. LOGAN.

Silas W. Logan being sworn, says :

I was present and acted as superintendent of the earth work, and in part of the stone work, of the Flatrock aqueduct, from the time its re-construction began till it was completed.

Ques. How many bosses or superintendents were there present during the construction ?

Ans. There were from fifteen to twenty in all the departments of the work—at the stone quarry, &c. ; each of these got from \$3 to \$6 a day for about fifty days. I know this from seeing the pay list, and from what the bosses and superintendents told me. I drew pay for the whole time, about fifty days, not less, and I am satisfied they drew for the same time that I did.

Ques. Were these men all employed at any kind of work ?

Ans. More than half of them, I should think, were not doing any thing of any advantage to the State.

Ques. Was Mr. Steedman present all the time ?

Ans. He was present most of the time.

Ques. How long was the aqueduct, and how high were the abutments ?

Ans. The aqueduct has one reach of about 60 feet, and the abutments about 20 feet, not more than 25 feet.

Ques. Was the embankment much damaged by the water where the aqueduct fell ?

Ans. There was not above 18 inches of water in the canal at the time the aqueduct fell, and the embankment was not washed away of any account.

Ques. Who did the carpenter work ?

Ans. Peter Myers was the foreman—and, I think, he got \$6 or \$7 a day.

Ques. Did you ever hear him say how long it would take him, with the force under him, to do the work ?

Ans. He told me several times he could do it in 8 or 10 days, and that we would not be ready with the stone work for him.

Ques. How many hands had he under him ?

Ans. I think there were from 30 to 35, the whole fifty days. They boarded on my boat a short time after we began the work ; I refused to board them longer for fear they would damage the boat, and they then went and built a shanty. The State found the lumber, and paid them for the time they were building it. I refused to let them board longer on my boat because they were drunken and quarrelsome, and I feared would damage the boat.



Ques. Were these men at work all the time you were upon the work ?

Ans. They were there all the time, and I am satisfied they were idle at least two thirds of the time.

Ques. Do you know whether they received pay for the whole fifty days that the job was on hands ?

Ans. I was present several times when they received their pay, and I believe they received pay for the whole time. I had a conversation with Peter Myers after the work was finished, in Defiance, and he told me that he and his hands had all got pay for the whole time.

Ques. Was Myers drunk much of the time ?

Ans. I think he was drunk so as to be totally unfit for business, at least two thirds of the time. I know this by seeing him in this condition.

Ques. Did Mr. Steedman know of his drunkenness ?

Ans. Yes. Every one about the work knew of it ?

Ques. How did Myers' hands put in their time, when not at work ?

Ans. They were generally in the woods, playing cards, or at a doggery, a mile or two from the work, known as the "green tree." What I know of this matter was from their own conversation. I do not know that all of Myers' men put in their time there, but I think I am safe in saying that the majority of them did.

Ques. What did they pay common laborers per day ?

Ans. A dollar and a quarter, I think, and the State boarded them. There were a great many more men wanting work, than could get it, and they frequently stayed about, boarding at the expense of the State, for several days. In several instances we were compeled to drive them off, so as to make room at the tables, and in the beds, for those who were at work.

Ques. How many hands were usually employed about the Flatrock aqueduct, during the fifty days it was being rebuilt ?

Ans. I think from two hundred and fifty to three hundred.

Ques. Could this number have worked to advantage ?

Ans. They could not ; there was not sufficient room to work so many. I had at first, charge of the west wing of the south abutment, and George Young, for a part of the time, had charge of the east wing of it. I had from thirty to forty men on my wing, and Mr. Young had as many on his, for a while. After Mr. Young left, I had charge of the whole abutment, and we were from that time engaged in putting up the stone work, and I then worked from thirty to forty men. I am not a mason, and was not superintending the mason work proper, but had charge of the teams, the dericks, &c. We had too many men entirely ; more than were of any sort of use ; they were in each others way.

Ques. Did you ever hear Mr. Steedman say anything about letting the repairs, &c.

Ans. Sometime prior to the election in 1855, in Defiance, Mr. Steedman said to me, that no matter which party beat at the election, he would have control of the Public Works for the next *five* years. After the lettings in Defiance, I met him near Mr. Gilson's office, and he said to me, in reply to some remark made by me, to the effect that he and his party had been beaten at the election—that they had beaten our party (the Republican party,) in one thing—they had got the Public Works out of their hands.

Ques. Did Mr. Steedman ever direct you to employ a man who had before been dismissed by you ?

Ans. He did.

Ques. Who was he ?

Ans. I think his name was Strubet. He lived about a quarter of a mile from the work.

Ques. Why had you dismissed this man?

Ans. Because I considered him totally worthless as a laborer?

Ques. Did you tell Steedman that he was worthless as a hand?

Ans. I told him he was not good for any thing.

Ques. Did he (Steedman) afterwards say that you must employ him?

Ans. He told me to keep him any how; and he stayed about my part of the work some days, but did nothing. He afterwards went over to the other abutment, and was around there the whole time, till the work was done. I saw him nearly every day, and am satisfied he got pay for all his time. I sometimes saw him get his pay. I certified to his time account while he was under me.

Ques. Did you ever see the pay sheet, and if so how was it kept, and by whom?

Ans. It was kept by James G. Haley. I saw it frequently. The sums paid to hands were set down in one column, in figures, and opposite to these figures the person receiving the money signed his name. There was no statement, as well as I recollect, of the services for which the money was paid.

Ques. Were there any men who were superintendents or hands on other portions of the canal, and who were receiving pay from the State, who received pay for the time they put in on this work?

Ans. Capt. Taylor, superintendent south of Lockport, and a German, a superintendent from St. Marys, north, both told me they got pay for the time they put in on this work. They were there most of the time. I talked with others and they all said they expected pay.

Ques. How far were the stone boated?

Ans. They were brought from Doyle's quarry, a short distance from the canal at the junction, which was about one and a half miles from the aqueduct.

Ques. Who was the engineer on this work?

Ans. William J. Jackson was the regular engineer, and A. L. Backus was there nearly all the time.

Ques. Who was employed to haul the freight around the aqueduct while they were building the aqueduct?

Ans. John Paul was employed and was to have fifty cents a ton.

Ques. How far did he haul it?

Ans. I think it was an average of about one hundred rods. The State made the road and kept it in repair.

Ques. Did any one else offer to do this hauling cheaper than Paul?

Ans. Darius Eggleston, I think, offered to do it for thirty cents a ton. I think I heard the proposition made by Eggleston to Steedman. The hauling was mainly subbed out at prices ranging from fifteen to twenty-five cents a ton.

#### BLUE CREEK AQUEDUCT.

Ques. Do you know anything about the Blue creek aqueduct? If so, state fully all you know about it.

Ans. The cutting of the stone was bad, and the mortar and grouting were bad. The work was so imperfectly done that water leaked through the stone work, and caused a great deal of difficulty. The embankment was filled in on ice, and with timber, and blocks, and old barrels, and the like, and it slipped a great deal. I worked upon it after it began to slip, and we removed the earth-work in order to extend the trunk, and this gave me a chance to see how it had been filled, also to see how the back part of the abutments were built; and the stone work was very uneven, so much so, that we could not pack the dirt tightly so as to prevent leaking. In my opinion, it was the improper manner in which this work was done which caused all the trouble and expense which occurred at this place in May, 1855.

William J. Jackson was the engineer at Blue creek.

## CONDITION OF THE MIAMI AND ERIE CANAL.

Ques. Have you been acquainted with the general management of the Miami and Erie Canal for several years, and particularly for the last year?

Ans. I have been boating upon this canal since 1845, and was one trip through from Toledo to Cincinnati the last season, and I think I have never known it so much out of repair since I first knew it. I think the main trouble the past season resulted from wasting water on the summit level, south of St. Marys; and I believe that a proper number of careful lock tenders would have saved largely to the State. I saw one man at each end of this level, who said they were employed to attend to the locks, but I think they did not do much at it. The locks leaked badly, and at the Loramie feeder lock, below this level, a boat ran partly into the lock, and became fastened on the mitre sill, and the lock leaked so badly that the water sunk away from the boat and broke it in two.

S. W. LOGAN.

Sworn to and signed, before the Committee, Jan. 13, 1857.

C. S. HAMILTON, Chairman.

[No. 44.]

JOHN G. ISHAM.

John G. Isham, being sworn, says:

In November, 1855, a day or two after the lettings of the canals, on the way home I had a conversation with Elijah Dodd, one of the contractors on section No. 6, and he told me that he had two shares and Mr. Young had one.

The day after the lettings, I think it was, I had a conversation with Samuel M. Young, the other contractor, at the Neil House, and he told me that Dodd had the controlling interest, as he (Dodd) had two shares, (or two-thirds,) and he (Young) had one share, (or one-third.) Afterwards, a few days after we got home, at Maumee City, I met Mr. Young on the side-walk in that place, and he again said to me, as I distinctly recollect, that he (Young) had one-third of the contract, and Dodd had two-thirds. They were talking of employing me to superintend the work for them, and Mr. Young said it would be just as Dodd said about it, as he had the controlling interest.

Ques. Do you know that Dodd or Young had any communication with any member of the Board, while the bids were being put in, or prior to the offering of them.

Ans. I know of no such thing.

Ques. Had you ever an intimation from any member of the Board that the firm of Paul, Chamberlain & Co., of which you are a member, should have section No. 5 at \$25,000?

Ans. I never had.

Ques. What was the bid of Paul, Chamberlain & Co., on section No. 5?

Ans. I am not sure, but it was about \$27,500.

Ques. Did you help to take out the stone-work of the Flat rock aqueduct after it fell down?

Ans. I did help to take out part of it.

Ques. Did you consider it well done?

Ans. I thought it was very poorly done. One of the principal defects of the work was a want of headers of sufficient length. The grouting and mortar were very poor. I was not the regular superintendent on this work, but was taken off there for a short time, by the order of Mr. Steedman.

Ques. Do you know whether J. B. Steedman has now or ever had any interest in section No. 6?

Ans. I do not know that he has. I have heard such talk in the neighborhood where I live, but never heard Dodd, nor Young, nor Steedman say any thing from which I could infer that Steedman had any interest. The talk I heard was mere rumor ; I know of no fact that supports such a charge.

Ques. Did you ever hear Elijah Dodd say any thing about having paid any thing to any one to secure the withdrawal of a bid ?

I did not hear him say that they paid any thing to get any one to withdraw a bid, but he told me it cost them \$4,000 to get the work. They had paid Backus and his company, the two Dickeys, Doyle and Backus, a thousand dollars each.

JOHN G. ISHAM.

## DISTANCES ON THE OHIO CANAL.

Names of Places.	From Cleveland.	From Portsmouth.
	Miles.	Miles.
CLEVELAND .....	0	309
Rathbun's Lock .....	5	304
Mill Creek .....	9	300
Tinker's Creek .....	13	296
Pinery Feeder .....	17	292
Boston .....	21	288
Peninsula .....	24	285
Niles .....	30	279
Old Portage .....	32	277
North Akron .....	37	272
SOUTH AKRON .....	38	271
New Portage .....	44	265
Wolf Creek Lock .....	47	262
Clinton .....	52	257
Fulton .....	56	253
Wellman's Mill .....	61	248
MASSILLON .....	65	244
Navarre and Bethlehem ..	71	238
Bolivar .....	80	229
Zoar .....	83	226
Jenning's Bridge .....	86	223
DOVER .....	93	216
Lockport .....	97	212
New Castle .....	99	210
Trenton .....	103	206
Eastport, on Trenton F'der	107	210
Gnadenhutten .....	108	201
Port Washington .....	112	197
Newcomerstown .....	118	191
Evansburg .....	122	187
Lewisville .....	132	177
ROSCOE .....	135	174
Adams' Mill .....	145	164
Webbsport .....	149	160
DRESDEN, on Dresden}	151	162
sidecut .....		
Hartford's .....	152	157
Frazey'sburg .....	155	154
Nashport .....	161	148
Licking Dam .....	166	143

## OHIO CANAL—Continued.

Names of places.	From Cleveland.	From Portsmouth.
	Miles.	Miles.
Licking Town .....	170	139
NEWARK .....	176	133
Granville Feeder .....	181	128
Munson's Forge } Granv'e	184	131
Granville.....} Feeder.	187	134
Hand's Basin .....	182	127
Hebron .....	185	124
Licking Summit .....	189	120
Millersport .....	191	118
Baltimore .....	196	113
Havensport .....	202	107
CARROLL .....	204	105
Lockville .....	206	103
Waterloo .....	209	100
Winchester .....	210	99
Rareysport .....	214	95
Sharp's Landing .....	215	94
Lockbourn .....	221	88
COLUMBUS, on Columbus}	232	100
Feeder .....		
Holmes' Landing .....	224	85
Milport and Bloomfield ..	228	81
CIRCLEVILLE .....	236	73
Westfall .....	241	68
Yellowbud .....	246	63
Deer Creek .....	250	59
Andersonville .....	252	57
Clinton Mills .....	256	53
CHILLICOTHE .....	258	51
Tomlinson's .....	264	45
Stony Creek .....	267	42
Head of Big Bottom .....	269	40
Sharonville .....	276	33
Waverly .....	280	29
Trimble's Bridge .....	283	26
Jasper .....	286	23
Howard's Lock .....	291	18
Cutler's Station .....	294	15
Brush Creek .....	301	8
PORTSMOUTH .....	309	0

WALHONDING CANAL.			HOCKING CANAL.		
Names of places.	From Roscoe.	From Rochester.	Names of places.	From Carroll.	From Athens.
	Miles.	Miles.		Miles.	Miles.
Roscoe .....	0	25	CARROLL .....	0	56
Crooked Run .....	2	23	Lancaster .....	3	47
Walhonding .....	6	19	Ream's Mills .....	14	42
Warsaw .....	8	17	Rush Creek .....	16	40
Simmons' Bridge .....	9	16	McCann's Mills .....	17	39
Bedford Road crossing .....	10	15	Green's Mill .....	22	34
Darling's Bridge .....	11	14	Plunk's Mill .....	23	33
Gamble's Lock .....	12	13	Hocking Falls .....	27	29
Bulter's lower crossings .....	13	12	Logan .....	23	23
Turner's Saw Mill .....	14	11	Wright's .....	33	23
Bulter's upper crossings .....	15	10	Pattonsville .....	34	22
Walhonding town .....	15	7	Seven Mile Run .....	36	20
Mohican road crossing .....	19	6	NELSONVILLE .....	41	15
Gamble's Saw Mill .....	19	6	Monday Creek .....	44	12
Cummins' Bridge .....	21	4	Chauncy .....	49	7
Mohican Dam .....	23	2	Wolf's .....	51	5
Cavalo .....	24	1	Athens .....	56	6
Rochester .....	25	0			

WABASH AND ERIE CANAL.			MIAMI CANAL.		
Names of places.	From Manhattan.	From State Line.	Names of places.	From Cincinnati.	From Dayton.
	Miles.	Miles.		Miles.	Miles.
Manhattan .....	0	88	CINCINNATI, (and includ- )		
TOLEDO .....	4	84	ing in and out of Ham- )		
Sidecut .....	5	83	ilton Basin, 67).....	0	66
Termination of sidecut )			Cummingsville .....	3	61
mouth of Swan Creek )	6	84	Ruffner's Basin .....	9	57
Port Miami .....	12	76	Carthage .....	10	56
MATTHE CITY .....	13	75	Lockland .....	13	53
Sidecut .....	14	74	Swife's Mills .....	20	46
Termination of sidecut )			Burnet's Mills .....	21	45
Perrysburg .....	16	76	Hamilton Sidecut .....	29	37
Waterville .....	18	70	HAMILTON, (end of sidecut)	30	38
Ousego .....	25	63	Amanda .....	40	26
Providence .....	30	58	MIDDLETOWN .....	42	24
Damascus .....	36	52	Franklin .....	49	17
Napoleon .....	44	44	Miamisburgh .....	53	11
Florida .....	52	36	Carrollton .....	57	9
Independence .....	57	31	Alexandersville .....	58	8
Defiance .....	61	27	Dryden's Mills .....	59	7
Junction .....	70	18	Snyder's Mills .....	61	6
Reservoir .....	81	7	DAYTON (and including )		
Antwerp .....	84	4	in and out of Hamilton )		
State Line .....	88	0	Basin, 67) .....	66	0

## MIAMI CANAL EXTENSION.

Names of places.	From Dayton.	From Junction.
	Miles.	Miles.
DAYTON .....	0	115
Lockville .....	6	109
John's Mills .....	13	102
Tippecanoe .....	15	100
Cole's Mills .....	17	98
Troy .....	21	94
Culberson's Mills .....	24	91
Young's Mills .....	26	89
Piqua .....	29	86
Johnson's Mills .....	33	82
Lockport (entrance, Sidney Feeder).....	34	81
Newport .....	48	67
Berlin .....	53	62
Minster .....	56	59
Bremen .....	59	56
St. Mary's Feeder .....	65	50
St. Mary's .....	67	48
Deep Cut .....	80	35
Vanwert (road crossing) ..	91	24
Charloe .....	111	4
JUNCTION .....	115	0

## SIDNEY FEEDER.

Names of places.	From Lockport.	From Port Jefferson.
	Miles.	Miles.
Lockport .....	0	13
Sidney .....	8	5
Port Jefferson .....	13	0

## ST. MARY'S FEEDER AND RESERVOIR.

Names of places.	From St. Mary's Feeder.	From Celina.
	Miles.	Miles.
St. Mary's Feeder .....	0	11
East Bank .....	3	8
Montezuma .....	10	1
Celina .....	11	0

## MUSKINGUM IMPROVEMENT.

Names of places.	From Dresden.	From Marietta.
	Miles.	Miles.
DRESDEN .....	0	91
Simm's Creek .....	6	85
ZANESVILLE .....	16	75
Taylorville and Dun- can's Falls .....	26	63
Rokeby and Eagleport ..	36	53
McCONNELLSVILLE and Malta .....	43	48
Windsor .....	53	38
Luke's Shute .....	58	33
Beverly and Waterford ..	68	23
Lowell .....	79	12
Devoll's .....	86	5
Marietta and HARMAR ..	91	0

Collectors' Offices are located at those towns printed in SMALL CAPITALS.

## GENERAL DISTANCES.

From	Miles.
Cleveland to Roscoe, entrance of Walhonding Canal .....	135
Cleveland to Rochester, head of Walhonding Canal .....	160
Cleveland to Dresden, commencement of Muskingum Improvement .....	151
Cleveland to Marietta, at termination of Muskingum Improvement .....	242
Cleveland to Carroll, entrance of Hocking Canal .....	204
Cleveland to Athens, termination of Hocking Canal .....	260
Cleveland to Portsmouth, termination of the Ohio Canal .....	309
Manhattan to Junction of Miami Canal Extension .....	70
Manhattan to Indiana State Line, via Wabash and Erie Canal .....	88
Manhattan to Cincinnati, via Wabash and Erie, and Miami Canal .....	251

## ERRATA.

Page 19, line 25 from top, read Meeson for Mason—same line read 9 for & ; and for 308 read 398.

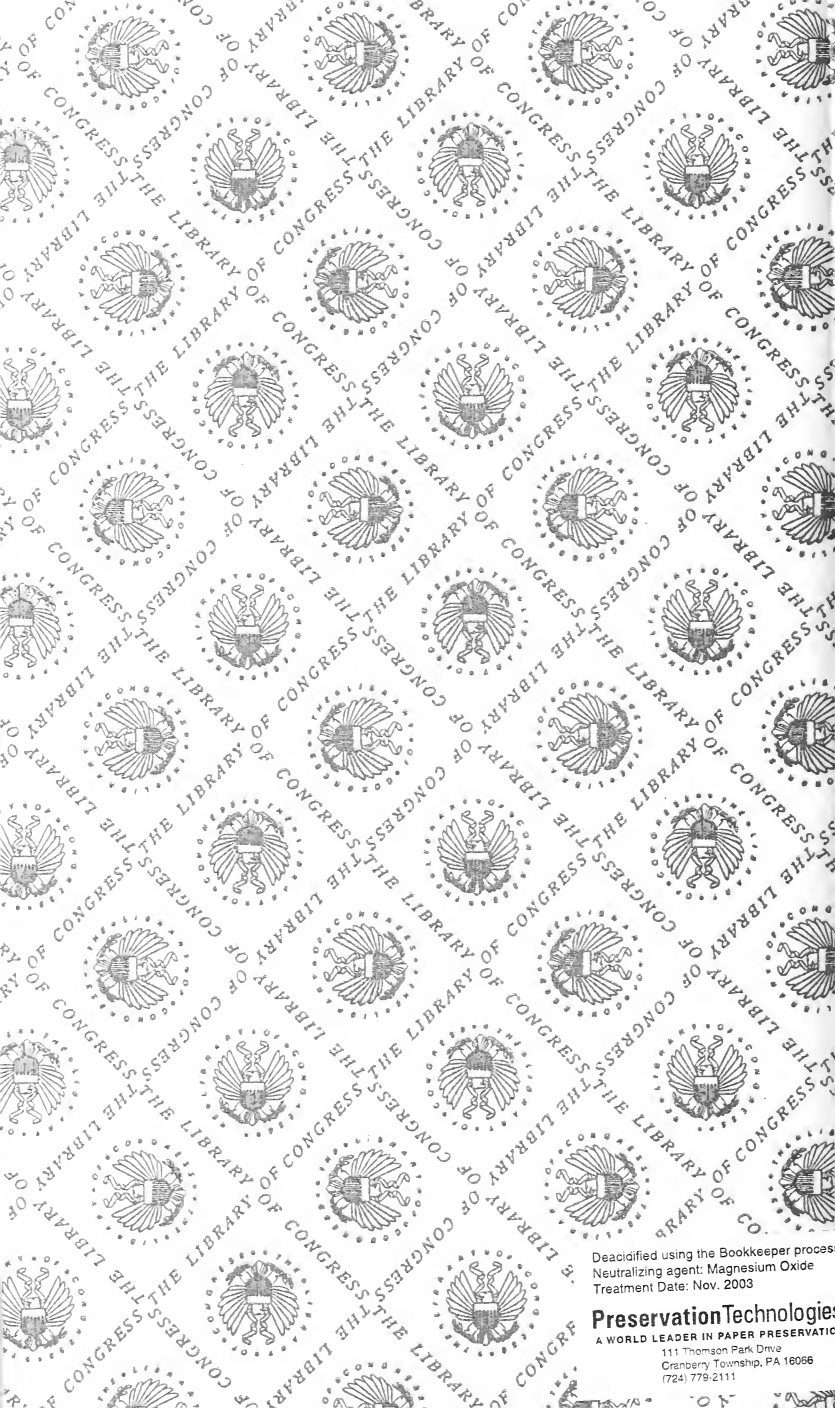
Page 41, third line from bottom, for 293 read 205.

Other minor errors occur, but these are all that are deemed material.

CHAIRMAN COMMITTEE.







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